

DOCKET NO.: X07-HHD-CV-18-6090558-S : SUPERIOR COURT
:
WILLIAM & LAURIE PAETZOLD : COMPLEX LITIGATION DOCKET
: AT HARTFORD
V. :
: _____, 2020
METROPOLITAN DISTRICT COMMISSION :

**[PROPOSED] ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This action is pending before this Court as a certified class action (the "Civil Action"). Plaintiffs' Motion for Preliminary Approval of Class Action Settlement came before this Court. The Court, having considered the Class Action Settlement Agreement and Release and the Exhibits attached thereto (hereafter collectively, the "Settlement Agreement"); having considered the Motion for Preliminary Approval and Memorandum of Law in support thereof and exhibits thereto (with all supporting documents); and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined herein shall have the same meaning in this Order as set forth in the Settlement Agreement. This Order supersedes and amends the Court's Order of August 14, 2019 certifying a litigation class (Doc. Nos. 127.86, 154.00).

2. The Court preliminarily finds that the requirements for certification of a Settlement Class under Practice Book §§ 9-7 and 9-8 are satisfied with respect to the Class, for largely the same

reasons that the Court stated in its prior order and memorandum of decision certifying a litigation class (Doc. No. 154.00).

3. The Court finds that the proposed Settlement Class is so numerous that the joinder of all members is impracticable, given that approximately 9,000 customers received water service from the MDC in the towns of East Granby, Farmington, Glastonbury, and South Windsor during the time period from March 6, 2012 through October 1, 2014. The Court also finds that there are questions of law or fact common to the Class, that the claims of the Plaintiffs are typical of the claims of the Class, and that the Plaintiffs and Settlement Class Counsel have throughout this litigation and will continue to fairly and adequately protect the interests of the Class. Furthermore, the Court finds that the questions of law or fact common to the Class Members predominate over any questions affecting only individual Class Members and that a class action is superior to other available methods for the fair and adequate adjudication of the controversy, for the same reasons articulated in the Court's prior order certifying a litigation class (Doc. No. 154.00). Therefore, for settlement purposes only, the Court grants conditional certification of the following "Class":

All persons and entities who were charged a Surcharge by the MDC from March 6, 2012 through October 1, 2014. Specifically excluded from the Class are: the MDC, including any parent, subsidiary, affiliate, or person controlled by the MDC; the MDC's officers, directors, commissioners, agents, or employees; the judicial officers assigned to this litigation and members of their staffs and immediate families; and any heirs, assigns, and successors of any of the above persons or organizations in their capacity as such.

4. The Court has subject matter jurisdiction over the Civil Action. The Court has personal jurisdiction over the MDC because the MDC is a Connecticut municipality and has consented to the Court's jurisdiction. The Court has personal jurisdiction over the Class Members

because they are present or former Connecticut residents, and their claims arise from water service provided to them by the MDC at properties located in Connecticut.

5. The Court appoints William Paetzold and Laurie Paetzold as Settlement Class Representatives, for settlement purposes only.

6. The Court appoints _____ as Settlement Administrator, responsible for performing the obligations of the Settlement Administrator under the Settlement Agreement.

7. The Court appoints Robert A. Izard, Jr., Esq., Mark P. Kindall, Esq., Craig A. Raabe, Esq., and Izard, Kindall & Raabe, LLP as Settlement Class Counsel, for settlement purposes only.

8. The Court preliminarily approves the Settlement Agreement as fair, adequate, and reasonable and preliminarily approves the terms of the Settlement Agreement.

9. The Court hereby approves on a preliminary basis the Compensation to the participating Settlement Class Members provided for in the Settlement Agreement. It appears to the Court on a preliminary basis that the settlement terms are fair, adequate and reasonable as to all Class Members when balanced against the probable outcome of further litigation. It further appears that counsel for the Parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Civil Action. It also appears that the Settlement has been reached as the result of lengthy, intensive, serious and non-collusive, arms' length negotiations, after nearly two years of litigation, and with the assistance of an experienced mediator who is a former judge of this Court.

10. The Court approves the form and content of the proposed Settlement Notices attached as Exhibits A and B to the Settlement Agreement, and the notice plan described in Paragraph 37 of the Settlement Agreement. The Parties, working with the Settlement Administrator, are permitted by mutual agreement to make changes in the font, format and content of the Settlement Notices that do not materially alter the substance of those documents.

11. The Court finds that the distribution of the Settlement Notice in the manner and form set forth in the Settlement Agreement: (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Civil Action and of their right to object or to exclude themselves from the proposed Settlement; and (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice. The Court directs the Settlement Administrator to send the Settlement Notice to the Class Members in accordance with the Settlement Agreement.

12. The Settlement Notice shall be mailed, e-mailed, and disseminated by the other means described in the Settlement Agreement to the Class Members, and the Settlement Administrator shall establish the settlement website no later than 30 days after the date of this order. The Settlement Administrator shall make reasonable efforts to update and correct mailing addresses (but not e-mail addresses) as described in Paragraph 37 of the Settlement Agreement.

13. Any Class Member may opt out of the Settlement by submitting an opt-out request to the Settlement Administrator as instructed in the Settlement Notice either by 1) mailing a letter to the Settlement Administrator that is postmarked no later than 120 days after entry of this Order; or 2) submitting the request online through the settlement website no later than 120 days after entry of this

Order. All opt-out requests must be submitted as provided in the Settlement Notice and Paragraph 37.g of the Settlement Agreement. In accordance with the Settlement Agreement, any Class Member who submits a valid and timely opt-out request shall not be a Settlement Class Member, shall be barred from participating in the Settlement, shall have no right to object to the Settlement, and shall receive no Compensation from the Settlement.

14. If a Final Order and Judgment is entered approving the Settlement, Class Members who have not submitted a valid and timely opt-out request shall be bound by all determinations of the Court, the Settlement Agreement (including but not limited to the Releases therein), and Judgment. If a Final Order and Judgment is entered approving the Settlement, all Settlement Class Members shall be conclusively deemed to have fully and finally released all of the Released Entities from any and all Released Claims.

15. Any Class Member who does not opt out of the Class may mail an objection to the Settlement to the Clerk of Court as instructed in the Settlement Notice, or may file a motion to intervene. All written objections and supporting papers must: (1) clearly identify the case name and number (*Paetzold v. Metropolitan District Commission*, Dkt. No. X07-HHD-CV-18-6090558-S); (2) identify the objector's full name, address, email address, and telephone number; (3) provide an explanation of the basis upon which the objector claims to be a Settlement Class Member; (4) identify all grounds for the objection, accompanied by any legal support for the objection; (5) include the identity of all counsel who represent the objector in relation to the objection (even if not appearing), including any former or current counsel who may seek compensation for any reason related to the objection to the Settlement, the fee application, or the application for Service Awards;

(6) include a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (7) include a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; (8) include all documentary evidence that will be offered at the Final Approval Hearing in support of the objection; (9) identify all counsel representing the objector who will appear at the Final Approval Hearing; (10) include the objector's signature (an attorney's signature is not sufficient); (11) be submitted to the Court either by mailing them to the Clerk of the Hartford Superior Court, by efileing by an authorized efiler, or by filing them in person at the Hartford Superior Court, with a copy to MDC Counsel and Settlement Class Counsel; and (12) be filed or postmarked on or before 120 days after entry of this order.

16. Any Class Member who fails to submit timely written objections and/or file a motion to intervene with the Clerk of Court in the manner specified in the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Any Class Member who fails to submit a timely written objection in accordance with the Settlement Agreement (as specified in Paragraph 15 above) may not be heard to oppose the Settlement at the Final Approval Hearing unless otherwise ordered by the Court.

17. Class Members have the right to exclude themselves from the Settlement and pursue a separate and independent remedy against the MDC by complying with the exclusion provisions set forth herein. Settlement Class Members who object to the Settlement shall remain Settlement Class Members and have voluntarily waived their right to pursue an independent remedy against the MDC. To the extent that any Settlement Class Member objects to the Settlement, and such objection is

overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Order and Judgment of the Court.

18. A Final Approval Hearing is scheduled for _____, 2020 at ___[a.m./p.m.] at the Connecticut Superior Court, Judicial District of Hartford, 95 Washington Street, Hartford CT 06106, Courtroom #409 to determine all necessary matters concerning the Settlement, including (1) whether the proposed Settlement of the Civil Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate, and reasonable and should be finally approved by the Court; (2) whether an Order and Final Judgment, as provided in the Settlement Agreement, should be entered herein; (3) whether the Compensation to the participating Settlement Class Members contained in the Settlement Agreement should be approved as fair, adequate, and reasonable to the participating Settlement Class Members; and (4) to make, in the Court's discretion, an award of attorneys' fees and expenses to Settlement Class Counsel and Service Award to the Settlement Class Representatives. The date of the Final Approval Hearing may be changed by the Court, with notice provided only on the Settlement website, in the Clerk of Court's office, or the Court's electronic docket at <https://civilinquiry.jud.ct.gov>.

19. Settlement Class Counsel shall any papers in support of their requested award of attorneys' fees and expenses and the Settlement Class Representatives' Service Award no later than 60 days after the date of this order.

20. Settlement Class Counsel shall file their Motion for Final Approval and any papers in support of final approval of the Settlement, and counsel for the Parties shall serve and file any response to any objections to the Settlement no later than 135 days from the date of this order.

21. The Settlement is not a concession or admission, and shall not be used against the MDC or any of the Released Entities as an admission or indication with respect to any claim of any fault or omission by the MDC or any of the Released Entities. In the event that the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement Agreement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement Agreement. Whether or not the Settlement Agreement is finally approved, neither the Settlement Agreement, nor any document, statement, proceeding or conduct related to the Settlement Agreement, nor any reports or accounts thereof, shall in any event be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by the MDC or any of the Released Entities or of the truth of any of the claims or allegations contained in Complaint; and evidence thereof shall not be discoverable or used directly or indirectly by the Class or any third party, in any way for any purpose, except that the provisions of this Agreement may be used by the Parties to enforce its terms, whether in this action or in any other action or proceeding.

22. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

23. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

24. To facilitate administration of the Settlement Agreement pending final approval, the Court hereby enjoins all Settlement Class Members from filing or prosecuting any claims, suits, or administrative proceedings regarding claims released by the Settlement Agreement unless and until such Settlement Class Members have submitted valid opt-out requests.

25. The Court orders the following schedule for further proceedings:

- a. The Settlement Administrator will mail, email and otherwise distribute the Settlement Notice to the Class Members, launch the Supplemental Digital Notice, and launch the Settlement website on or before _____ (60 days from entry of this Order).
- b. Settlement Class Counsel will file motions for (i) Final Approval of the Settlement; and (ii) award of attorneys' fees, reimbursement of litigation expenses, and Settlement Class Representative Service Award on or before _____ (99 days from entry of this Order).
- c. As provided in the Settlement Notice, opt-out notices and objections must be mailed to the Settlement Administrator and postmarked on or before _____ (120 days from entry of this Order) or submitted through the settlement website on or before _____ (120 days from entry of this Order).
- d. The Parties will file any response(s) to objections to the Settlement on or before _____ (135 days from entry of this Order).
- e. The Settlement Administrator will file a declaration of compliance regarding completion of notice, and the number and names of opt outs, on or before _____ (135 days from entry of this Order).

26. The Final Approval Hearing will be held on _____, 2020 at ___[a.m./p.m.] at the Superior Court, State of Connecticut, Judicial District of Hartford, 95 Washington Street, Hartford CT 06106, Courtroom #409 (at the convenience of the Court, not less than 150 days from entry of this Order).

27. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates set forth above per the Settlement Agreement without further notice to Class Members except on the Settlement website, in the Clerk of Court's office, or the Court's electronic docket at <https://civilinquiry.jud.ct.gov>. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

DATED: _____

Hon. Thomas G. Moukawsher