

DOCKET NO.: X07-HHD-CV-18-6090558-S

WILLIAM & LAURIE PAETZOLD : SUPERIOR COURT
V. : COMPLEX LITIGATION DOCKET
METROPOLITAN DISTRICT COMMISSION : AT HARTFORD
: September 3, 2020

**ORDER GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

This action is pending before this Court as a certified class action (the "Civil Action"). Plaintiffs' Motion for Final Approval of Class Action Settlement and Plaintiffs' Motion for Award of Attorneys' Fees and Expenses and for Settlement Class Representative Awards 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 Final Approval and Memorandum of Law in support thereof and exhibits thereto (with all supporting documents); the Motion for Award of Attorneys' Fees and Expenses and for Settlement Class Representative Awards 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) and supersedes the Court's Order of April 21, 2020 granting preliminary approval to the Settlement (Doc. No. 177.86).

HARTFORD, CT
SUPERIOR COURT
OFFICE OF DISTRICT COUNSEL
2020 SEP 3 PM 3 36

FILED

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Mailed to all counsel: Izard Kindall + Raabe, Robinson + Cole, Office of District Counsel 9/3/20

2. 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. 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.

3. The Court 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) and the Court's Order of April 21, 2020 granting preliminary approval to the Settlement (Doc. No. 177.86).

4. The Court finds that the 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. For the same reasons stated in the Court's Order of August 14, 2019 certifying a litigation class, 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).

5. The Court finds, for purposes of clarity and settlement administration, minor revisions to the definition of the Class are warranted. Therefore, for settlement purposes only, the Court grants certification of the following "Class":

All persons and entities who are or were the property owner and 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.

6. Pursuant to the Preliminary Approval Order, the Settlement Notice was mailed, e-mailed and disseminated by the other means described in the Settlement Agreement to the Class Members. This Court finds that this notice procedure was (i) the best practicable notice; (ii) reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Civil Action and of their right to object to or exclude themselves from the proposed Settlement; and (iii) reasonable and constitutes due, adequate, and sufficient notice to all entities and persons entitled to receive notice.

7. The Court finds that the individuals listed on Exhibit A to the Supplemental Affidavit of Jennifer M. Keough filed on August 27, 2020, have properly opted out of the Class and are not bound by the judgment or release in this action.

8. The Court confirms as final the appointment of William Paetzold and Laurie Paetzold as Settlement Class Representatives for settlement purposes only.

9. The Court confirms as final the appointment of JND Legal Administration Co. as the Settlement Administrator, responsible for performing the obligations of the Settlement Administrator under the Settlement Agreement.

10. The Court confirms as final the appointment of Robert A. Izard, Jr., Esq., Mark P. Kindall, Esq., Craig A. Raabe, Esq., Seth R. Klein, Esq. and Izard, Kindall & Raabe, LLP as Settlement Class Counsel for settlement purposes only.

11. The Court approves the Settlement Agreement as fair, adequate, and reasonable and approves the terms of the Settlement Agreement. The Court hereby approves the Compensation to the participating Settlement Class Members provided for in the Settlement Agreement. The Court finds that the settlement terms are fair, adequate and reasonable as to all Class Members when balanced against the potential outcomes, risks, costs, and delay of further litigation. The Court finds that, to the extent that there is a small difference in the Compensation for Current MDC Customers and Former MDC Customers, that is reasonable and appropriate in light of the difference between a credit on a water service account and a cash payment. The Court further finds that counsel for the Parties at this time are able to reasonably evaluate their respective positions. The Court finds 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. The Court further finds 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. The Court also finds that the response of the Class to the Settlement Agreement supports settlement approval. The Court notes that only four Class Members have opted out of the Settlement and no objection was filed by any Class Member

12. The Court grants final approval to the Settlement Agreement, and orders the parties to implement, and comply with, its terms.

13. Class Members who have not submitted a valid and timely opt-out request are hereby fully and finally bound by all determinations of the Court, the Settlement Agreement (including but not limited to the Releases therein) and this Final Approval Order and Judgment. All Releasers other than the individuals listed on Exhibit A to the Supplemental Affidavit of Jennifer M. Keough filed on August 27, 2020, and their representatives shall be conclusively deemed to have fully and finally released all of the Released Persons from any and all Released Claims.

14. Upon consideration of the Motion for Award of Attorneys' Fees and Expenses and for Settlement Class Representative Awards, and given Class Counsel's significant efforts and expenditure of time and resources throughout the pendency of this litigation, the request for attorneys' fees and expenses is GRANTED. Consistent with the terms of the Settlement Agreement, Defendant shall pay Class Counsel the amount of \$1,913,240.77 in attorneys' fees and the amount of \$ \$6,759.23 in reimbursement of expenses. Under the terms of the Settlement Agreement, Compensation to Settlement Class Members shall be reduced pro rata to account for this payment, as provided for in the Settlement Agreement.

15. Upon consideration of the Motion for Award of Attorneys' Fees and Expenses and for Settlement Class Representative Awards, and given the Settlement Class Representatives' significant efforts and expenditure of time throughout the pendency of this litigation (including sitting for depositions), the request for Settlement Class Representative Awards is GRANTED. Consistent with the terms of the Settlement Agreement, Defendant shall pay each of William Paetzold and Laurie Paetzold the amount of \$5,000. Under the terms of the Settlement Agreement, Compensation to Settlement Class Members shall be reduced pro rata to account for this payment, as provided for in the Settlement Agreement.

16. Nothing in this Final Approval Order will preclude any action to enforce the parties' obligations under the Settlement Agreement or under this Order.

17. The Settlement Agreement is not a concession or admission, and shall not be used against the MDC or any of the Released Entities. 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 the Agreement may be used by the Parties to enforce its terms, whether in this action or in any other action or proceeding.

18. Without affecting the finality of the Court's judgment in any way, the Court retains jurisdiction over this matter for the purposes of implementation and enforcement of the Settlement Agreement.

19. The implementation deadlines in the Settlement Agreement are each extended by 45 days.

IT IS SO ORDERED.

BY THE COURT

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DATED: September 3, 2020

Moukawsher, J.