

EXHIBIT 1

**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF NEW YORK**

JARRETT JENKINS, EMMOT STEELE,
FRANCES ROYAL, DANAI EWAN, and
CHARMAINE WHYTE, on behalf of
themselves and all others similarly situated,

Plaintiffs,

-against-

NATIONAL GRID USA SERVICE
COMPANY, INC., KEYSpan GAS EAST
CORPORATION, NIAGARA MOHAWK
POWER CORPORATION, and THE
BROOKLYN UNION GAS COMPANY,

Defendants.

Civil Case No. 15-cv-1219

Hon. Joanna Seybert, U.S.D.J.

Hon. Arlene R. Lindsay, U.S.M.J.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (the “Agreement”) is entered into by and between plaintiffs Jarrett Jenkins, Emmot Steele, Francis Royal, Danai Ewan, Charmaine Whyte, and Kristin MacKenzie (together, “Plaintiffs”), for themselves and the Settlement Class Members (as defined below), on the one hand and, on the other hand, National Grid USA Service Co., Inc.; Niagara Mohawk Power Corporation; KeySpan Gas East Corporation; The Brooklyn Union Gas Company (the defendants in the above-captioned *Jenkins* matter), and Massachusetts Electric Company; the Narragansett Electric Company; Boston Gas Company; and Nantucket Electric Company (collectively, “National Grid” or “Defendants”). Plaintiffs and Defendants are referred to collectively in this Agreement as the “Parties.”

I. RECITALS

1.01 On March 9, 2015, Plaintiff Jenkins filed a class action lawsuit in the United

States District Court for the Eastern District of New York against some of the Defendants, as well as other entities affiliated with them. *Jenkins v. National Grid USA, et al.*, No. 2:15-cv-01219 (the “Action” or this “Action”). The Complaint alleged that the defendants were directly and vicariously liable for third party debt collectors allegedly violating the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq. (the “TCPA”) by using an automatic telephone dialing system and/or an artificial or prerecorded voice to call cell phones for debt collection purposes, without the prior express consent of Plaintiff Jenkins and the class members.

1.02 On July 2, 2015, Plaintiffs Jenkins, Royal, and Steele filed the First Amended Complaint. *See* Dkt. 99. The First Amended Complaint contains similar TCPA claims and an additional claim under New York General Business Law §399-p. The Court later dismissed the §399-p claim on Article III standing grounds. *See* Dkt. 254 (Order dismissing claim); Dkt. 434 (denying motion for certificate of appealability).

1.03 On December 22, 2017, Plaintiffs Ewan and Whyte filed a class action lawsuit captioned *Ewan v. National Grid USA Service Company, Inc.*, No. 2:17-cv-7472 (the “*Ewan* Action”), against Defendants National Grid USA Service Company, Inc. and The Brooklyn Union Gas Company in the United States District Court for the Eastern District of New York. The *Ewan* action brought the same TCPA claims as this Action. The Court permitted joinder of the *Ewan* Action plaintiffs in this Action on August 21, 2018 (*see* Dkt. 434), which resulted in the *Ewan* Action’s dismissal on August 21, 2018.

1.04 On April 3, 2019, Plaintiff MacKenzie filed a class action lawsuit captioned *MacKenzie v. National Grid USA Service Company, Inc.*, 2:19-cv-01916 (the “*MacKenzie* Action”), against Defendant National Grid USA Service Company, Inc. in the United States District Court for the Eastern District of New York. On the same day, Plaintiffs in this Action

moved to permit Plaintiff MacKenzie to be joined to this Action. *See* Dkt. 531.

1.05 On March 31, 2016 and March 31, 2017, the Court granted in part and denied in part Defendants' motions to dismiss in this Action. *See* Dkts. 152 & 222. Substantial discovery and motion practice over a period of years followed those decisions, including party and non-party discovery involving document production, interrogatories, requests to admit, and depositions.

1.06 On July 31, 2019, Plaintiffs in this Action served their motion for class certification. *See* Dkt. 592.

1.07 On December 3, 2019, the Court decided to defer decision as to whether Plaintiff MacKenzie should be joined to this Action pending a ruling on the motion for class certification. *See* 12/3/2019 Electronic Order Adopting Report and Recommendation.

1.08 Briefing in this Action on class certification, expert discovery, the exchange of the Parties' respective expert reports, and related *Daubert* motions filed by the Parties was complete as of February 2, 2021.

1.09 Defendants deny all material allegations in Plaintiffs' Complaints. Defendants specifically dispute that they, or any individual or entity acting on their behalf, used automated dialers or prerecorded voice messages to contact Plaintiffs or potential class members without their prior express consent; that they violated the TCPA or New York General Business Law §399-p; or that Plaintiffs and class members are entitled to any relief from Defendants. Defendants further contend that the Plaintiffs' claims are not amenable to class certification, that the motion for class certification would be denied, and that Defendants would prevail at any trial and through any appeals. Nevertheless, given the risks, uncertainties, burden, and expense of continued litigation, Defendants have agreed to settle this Action on the terms set forth in this

Settlement (defined below), subject to Court approval.

1.10 Plaintiffs maintain that their claims under the TCPA and New York General Business Law §399-p are meritorious, that the motion for class certification would be granted, and that Plaintiffs would prevail at trial and through any appeals. Nevertheless, given the risks, uncertainties, burden, and expense of continued litigation, Plaintiffs, individually and on behalf of the proposed Settlement Class, have agreed to settle this Action on the terms set forth in this Settlement, subject to Court approval.

1.11 This Settlement resulted from good faith, arm's length settlement negotiations, including extensive negotiation among the Parties and their respective counsel accompanied by multiple days of mediation by video conference, telephone, and email with the Honorable Judge Wayne Andersen (ret.), an experienced and well-respected private mediator currently affiliated with JAMS, which ultimately resulted in the Parties reaching an agreement in principle on July 20, 2021. The Parties' Settlement follows extensive fact and expert discovery and discovery-related motion practice, lasting over five (5) years, and also followed Plaintiffs' and their experts' careful review of call data produced by Defendants, Vendors, Third-Party Debt Collection Agencies, and others.

1.12 Based on Plaintiffs' investigation, many years of hard-fought litigation, their analysis of the discovery produced in this Action to date, the negotiations described above and many years of experience representing class action plaintiffs, Class Counsel (as defined below) have concluded, taking into account the sharply contested issues involved, the risks, uncertainty and cost of further prosecution of this Action, and the substantial benefits to be received by Settlement Class Members (as defined below) pursuant to this Settlement, that a settlement with Defendants on the terms set forth herein is fair, reasonable, adequate and in the best interests of

the Settlement Class Members.

1.13 The Parties understand, acknowledge, and agree that the execution of this Settlement constitutes the settlement and compromise of disputed claims. This Settlement is intended to be binding in this Action. The Parties agree that this Settlement shall be inadmissible as evidence against any Party (except to enforce the terms of the Settlement in the Action) and is not an admission of wrongdoing or liability on the part of any Party to this Settlement.

1.14 The settlement contemplated by this Settlement is subject to preliminary approval and final approval by the Court, as set forth herein. This Settlement is intended by the Parties to fully, finally and forever resolve, discharge and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

II. DEFINITIONS

2.01 The or this “Action” means the case captioned *Jenkins et al. v. National Grid USA Service Company, Inc.*, No. 15-cv-1219.

2.02 “Approved Claims” means Settlement Class Member claims that have been timely submitted and approved for payment from the Net Settlement Fund (as defined below).

2.03 “Automated Collection Calls” mean calls made by National Grid’s Credit and Collections department and Consumer Advocacy Group (and Vendors working on their behalf) concerning National Grid Utility Accounts using or employing a prerecorded message, artificial voice message or automated telephone dialing system (ATDS).

2.04 “CAFA Notice” refers to the notice requirements imposed by 28 U.S.C. § 1715(b).

2.05 “Call” means telephone calls to cellular telephone numbers consistent with use of the term call in the TCPA and applicable regulations and legal authority interpreting the TCPA.

2.06 “Claim Form” means the claim form included with the Short Form Notice and attached hereto as Exhibit C.

2.07 “Claims Deadline” means ninety (90) days from the Settlement Notice Date.

2.08 “Claims Period” means the ninety (90) day period that begins on the Settlement Notice Date.

2.09 “Claims Administrator” means Angeion Group, LLC.

2.10 “Class Counsel” means the law firms of Lief Cabraser Heimann & Bernstein, LLP and Tusa P.C.

2.11 “Class Period” means the period March 9, 2011 through October 29, 2021.

2.12 “Class Representatives” mean Plaintiffs Jenkins, Steele, Royal, Ewan, Whyte, and MacKenzie.

2.13 “Court” means the United States District Court for the Eastern District of New York and United States District Judge Joanna Seybert.

2.14 “Effective Date” means the date when the Judgment granting final approval of the Settlement has become final as provided in Section 12.01 below.

2.15 “Final Approval Hearing” means the hearing held by the Court to determine whether to finally approve the Settlement set forth in this Settlement as fair, reasonable and adequate, sometimes referred to herein as the “Fairness Hearing.”

2.16 “Final Approval Order” means the order and judgment, in a form substantially the same as in the attached Exhibit B, which the Court enters finally approving this Settlement. In the event that the Court issues separate orders addressing the matters constituting final settlement approval, then Final Approval Order includes all such orders.

2.17 “Final National Grid Utility Accounts” means National Grid Utility Accounts

(defined below) that are closed and for which National Grid has issued a final service bill.

2.18 “Final Distribution Date” means the earlier of (1) the date as of which all the checks or electronic distributions for Settlement Class Member Payments have been cashed; (2) 210 days after the date on which the last check or electronic distribution for a Settlement Class Member Payment was issued; or (3) the balance of Net Settlement Fund is paid to a *cy pres* recipient pursuant to the terms of Section 7.04(f).

2.19 “Funding Date” means ten (10) business days after entry of the Preliminary Approval Order (defined below).

2.20 “National Grid Utility Account” refers to any account on which National Grid has provided gas and/or electricity service.

2.21 “Net Settlement Fund” means the Settlement Fund (defined below) after reducing by the Settlement Costs (defined below).

2.22 “Notice Plan” means the notice to be provided to Settlement Class Members, following Court approval, as set forth in Section 8.02. The forms of the Notice are attached hereto collectively as Exhibits C-G.

2.23 “Notice Databases” means the databases containing customer information Defendants will provide pursuant to Section 7.02 below.

2.24 “Objection Deadline” means ninety (90) days from the Settlement Notice Date.

2.25 “Opt-Out Deadline” means ninety (90) days from the Settlement Notice Date.

2.26 “Preliminary Approval Order” means the order entered by the Court granting the relief requested in the Motion for Preliminary Approval, including preliminarily approving the Settlement and Notice Plan, in substantially the same form attached hereto as Exhibit A. In the event that the Court issues separate orders addressing the matters constituting preliminary

settlement approval, then Preliminary Approval Order includes all such orders.

2.27 “Released Claims” is defined in Section 13.01, below.

2.28 “Released Parties” means Defendants and each of their respective past, present, and future parents, subsidiaries, affiliated companies and corporations, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, assigns, agents, or related entities, and each of their respective executors, successors, and legal representatives. For avoidance of doubt, the Released Parties include the following third parties who performed outbound debt collection calling for Defendants: Allied Account Services, Inc., Associated Credit Services, Inc., Credit Protection Association, L.P., Collecto, Inc. d/b/a EOS CCA, Global Connect LLC, I.C. System, Inc., First Contact LLC d/b/a iQor, Mercantile Adjustment Bureau, LLC, Nationwide Credit, Inc., NCO Financial Systems, Inc., National Recovery Agency, Inc., Penn Credit Corporation, Recovery Unlimited East, Inc., Solomon and Solomon, P.C., Stevens Business Services, Inc., and Transworld Systems, Inc.

2.29 “Settlement” means this Agreement and each and every exhibit attached hereto.

2.30 “Settlement Class” means all persons residing in the United States who, from March 9, 2011 until October 29, 2021, received a telephone call on a cellular telephone using a prerecorded or artificial voice message concerning: (1) the payment or status of a current or past National Grid Utility Account or bill; (2) an “important matter” concerning a current or past National Grid Utility Account or bill; (3) a disconnect notice concerning a current or past National Grid Utility Account; (4) an invitation from National Grid to attend a Customer Assistance Expo or to meet with or speak to the National Grid Consumer Advocacy Group,

National Grid Consumer Advocate, or National Grid Credit Department; or (5) the availability of a government assistance program, such as the Home Energy Assistance Program (HEAP), to assist with payments to National Grid. “National Grid” includes utilities operating in New York as KeySpan Gas East Corporation, The Brooklyn Union Gas Company, Niagara Mohawk Power Corporation; in Massachusetts as Boston Gas Company, Colonial Gas Company (now part of Boston Gas), Massachusetts Electric Company, Nantucket Electric Company; and in Rhode Island as The Narragansett Electric Company. The Settlement Class excludes (1) officers, directors and employees of National Grid as well as any outside counsel representing National Grid in this litigation; (2) any judge to whom this case is assigned, along with his or her staff, and (3) immediate family of any individual excluded by (1) or (2).

2.31 “Settlement Class Member” means any person who is a member of the Settlement Class, as set forth in the Settlement Class definition in the preceding Paragraph, and who does not timely and validly request exclusion from the Settlement Class.

2.32 “Settlement Class Member Payment” means a cash payment to an eligible Settlement Class Member who has submitted a timely and valid Claim Form, as set forth below.

2.33 “Settlement Costs” means: (i) all fees and costs incurred by the Claims Administrator, including notice and claims administration costs for administering this Settlement; (ii) Class Counsel’s Court-approved attorneys’ fees and reimbursement of reasonable costs; (iii) any Court-approved service awards paid to the Class Representatives; and (iv) payment of any Taxes referenced in Section 16.02, including, without limitation, taxes owed as a result of interest earned on the Settlement Fund, in a timely manner, subject to approval by Class Counsel and National Grid. Settlement Costs include all expenses, fees, or costs that the Settlement Fund shall pay other than Settlement Class Member Payments. Settlement Costs will

not include out-of-pocket costs incurred by Defendants to prepare and send a list of current and former customers to the Claims Administrator for purposes of the Claims Administrator providing notice to those customers, except as set forth in Section 5.01, below.

2.34 “Settlement Fund” means the non-reversionary cash sum of Thirty Eight Million Five Hundred Thousand Dollars (\$38,500,000.00), which Defendants will pay as set forth in Section 4.01.

2.35 “Settlement Notice Date” means (a) February 11, 2022; or (b) forty (40) days after entry of the Preliminary Approval Order, whichever date is later.

2.36 “Settlement Website” means the Internet website operated by the Claims Administrator as described in Section 7.05, which shall have the Internet website address www.nationalgridtcpasettlement.com.

2.37 “TCPA” means the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.*, and any regulations or rulings promulgated under it.

2.38 “Third-Party Debt Collection Agency” means an entity retained by National Grid to attempt to collect unpaid charges on Finaled National Grid Utility Accounts.

2.39 “Vendor” means an entity retained by National Grid that may communicate with account holders of active National Grid Utility Accounts.

III. CERTIFICATION OF THE SETTLEMENT CLASS

3.01 The Motion for Preliminary Approval shall seek an Order from the Court that it will likely grant certification of the Settlement Class pursuant to FED. R. CIV. P. 23.

3.02 The Motion for Final Approval shall seek an Order from the Court granting final certification of the Settlement Class pursuant to FED. R. CIV. P. 23.

3.03 Plaintiffs and Class Counsel believe that the Settlement Class satisfies all

requirements for certification under FED. R. CIV. P. 23.

3.04 Class Representative and Class Counsel Appointment. For settlement purposes, and subject to Court approval, Defendants agree not to object to the appointment of Plaintiffs as the Class Representatives for the Settlement Class or to the appointment of Class Counsel as counsel for the Settlement Class.

3.05 Defendants' Position on the Certification of Settlement Class. Defendants dispute that a class would be manageable and further deny that a litigation class properly could be certified on the claims asserted in this Action. However, solely for purposes of avoiding the expense and inconvenience of further litigation and for settlement purposes only, Defendants do not oppose the certification of the Settlement Class.

3.06 Defendants' agreement to certification of the Settlement Class at the preliminary approval stage or thereafter shall not be deemed a concession by Defendants that certification of a litigation class is appropriate, nor would it preclude Defendants from challenging class certification in further proceedings in this Action or in any other action if the Settlement does not achieve the Effective Date.

3.07 If the Settlement does not achieve the Effective Date, the final certification of the Settlement Class will be void, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in this Action. No agreements made by or entered into by Defendants in connection with the Settlement may be used by Plaintiffs, any Settlement Class Member or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in this Action or any other judicial proceeding.

IV. SETTLEMENT CONSIDERATION

4.01 Monetary Consideration. In consideration for the complete and final settlement of

the Action, the Releases, and other promises and covenants set forth in this Settlement, and subject to the other terms and conditions herein, Defendants shall make a non-reversionary payment in the amount of Thirty Eight Million Five Hundred Thousand Dollars (\$38,500,000.00) for the benefit of the Settlement Class (the “Settlement Payment”), an amount that shall equate to the amount of the Settlement Fund. The Settlement Fund shall be used to make the Settlement Class Member Payments and to pay all Settlement Costs.

4.02 The Settlement Payment shall be made by Defendants by paying \$38,500,000.00 by a wire transfer to the Claims Administrator or a bank account identified by the Claims Administrator by the Funding Date. The Claims Administrator shall establish and deposit the Settlement Payment in a single F.D.I.C.-insured interest-bearing account, at a financial institution with more than Twenty Billion dollars (\$20,000,000,000.00) in an account or accounts insured by an agency or agencies of the United States government, with insurance that exceeds any amounts deposited therein, to facilitate the payment of Settlement Costs and other expenditures approved by the Court.

4.03 Prior to the Effective Date, the Claims Administrator shall use the Settlement Payment to fund the payment of Settlement Costs, and the Claims Administrator shall provide monthly accounting of such expenditures of Settlement Costs to Class Counsel and Defendants’ counsel. All portions of the Settlement Payment expended by the Claims Administrator for settlement administration or notice costs shall be non-refundable to Defendants. Upon the Effective Date, Defendants shall have no further ownership interest in the Settlement Payment. The Claims Administrator may only use the Settlement Fund consistent with the terms of the Settlement. Upon receipt of the Settlement Payment, the Claims Administrator is authorized to deduct notice costs without further Court approval.

4.04 The Settlement Payment made by Defendants shall be used for the benefit of the Settlement Class and shall not revert to Defendants. Notwithstanding the foregoing or any other provision in the Settlement, if the Settlement fails to achieve the Effective Date or the Settlement and this Settlement is terminated pursuant to Section 14.01 below, and the parties have complied with their obligations under Section 14.04, the Claims Administrator shall return all monies remaining in the Settlement Fund to Defendants within five (5) business days after it received notice that the Settlement has failed to achieve the Effective Date or that the Settlement has been terminated. The Claims Administrator may deduct all Settlement Costs it has incurred prior to the date it received such notice.

4.05 TCPA Policies or Practices Defendants Enacted as a Result of this Action. Defendants acknowledge that as a result of this Action, they have revised or are revising certain policies and practices that are intended to promote compliance with the TCPA, as set forth in Section 4.06 below, and have agreed to an independent TCPA compliance review. Defendants, in their sole and complete discretion, will implement the reasonable recommendations provided as a result of that TCPA compliance review. Upon completion of the TCPA compliance review process, Defendants will notify Class Counsel of the additional measures it has implemented as a result of that review. In connection with the TCPA compliance review, Defendants agree to consider changes to their processes and procedures (in addition to the provisions specified in Section 4.06 below) that would permit existing customers to indicate if they consent or do not consent to receiving automated collection calls to a phone number designated for their National Grid Utility Account, including via Interactive Voice Message (IVM) functionality and/or when communicating during a live telephone call or face-to-face conversation with a National Grid service center representative.

4.06 Non-Monetary Considerations. Within three (3) months of entry of the Judgment granting final approval to this Settlement or July 1, 2022 (whichever is later), and continuing for a period of at least four (4) years thereafter, Defendants agree to implement the following:

(a) National Grid agrees to include information in its CSS and CRS customer systems and in any customer system that replaces either of those two systems (collectively, “the National Grid Customer Systems”), reflecting a National Grid Utility Account customer’s consent or lack of consent to receive Automated Collection Calls from Defendants to such customer’s cellular telephone number(s) for the account. National Grid also agrees that the National Grid Customer Systems will be modified to have the capability to designate a cellular telephone as the incorrect number for an account (“wrong number” or “WN”). Those consent/no consent and wrong number designations will be made under the following circumstances:

New National Grid Utility Accounts

- (i) Individuals who open a new National Grid Utility Account during a live telephone call or face-to-face conversation with a National Grid service center representative (whether employed by National Grid or a Vendor) will be asked if they consent or do not consent to receiving Automated Collection Calls to a phone number designated for that account, and that consent/no consent designation will be stored in the National Grid Customer Systems for that phone number and account.
- (ii) Individuals who open a new utility account through National Grid’s future web portal will have the ability to designate if they consent or do not consent to receiving Automated Collection Calls to a phone number designated for that account, and that consent/no consent designation will be stored in the National Grid Customer Systems for that phone number and account.

Existing National Grid Utility Accounts

- (iii) Customers of National Grid who provide an updated phone number for their existing National Grid Utility Account during a live telephone call or face-to-face conversation with a National Grid service center representative (whether employed by National Grid or a Vendor) will be asked if they consent or do not consent to receiving Automated Collection Calls on that updated phone

number. Their response will be stored in the account for that number on the National Grid Customer Systems, in the same way that it will be stored for new accounts.

- (iv) If a person during a live telephone call or face-to-face conversation with a National Grid service center representative (whether employed by National Grid or a Vendor) indicates that he or she does not consent to receiving Automated Collection Calls on a phone number for that National Grid Utility Account, a no consent designation will be made for that phone number and account. That designation will be stored in the account for that number on the National Grid Customer Systems in the same way that it will be stored for new accounts.
- (v) If a person during a live telephone call or face-to-face conversation with a National Grid service center representative (whether employed by National Grid or a Vendor) reports that a phone number is the wrong number for the customer associated with a particular National Grid Utility Account, a wrong number notation will be made on the account for the phone number. That designation will be stored in the account for that number on the National Grid Customer Systems, in the same way that it will be stored for new accounts.
- (vi) Customers of National Grid with an existing National Grid Utility Account will be able to access the new web portal to designate no consent for a phone number or that the phone number is a wrong number for that account. That designation will be stored in the account for that number on the National Grid Customer Systems, in the same way that it will be stored for new accounts.

(b) Suppression of No Consent and WN designations by National Grid. National Grid shall suppress the No Consent/Wrong Number indicators in the National Grid Customer Systems, so that its Credit and Collections department and Consumer Advocacy Group (and Vendors working on their behalf) do not make Automated Collection Calls to the cellular phones numbers on the National Grid Utility Accounts having those indicators.

(c) For each account/phone number in the National Grid Customer Systems having a no-consent indicator, National Grid's Credit and Collections department and Consumer Advocacy Group (and Vendors working on their behalf) will not make Automated Collection Calls to the cellular phones numbers on the National Grid Utility Accounts

having those indicators, unless the account holder of the National Grid Utility Account states he/she gives consent, after the no-consent indicator was entered, to receive such calls on that cellular phone number.

(d) For each account/phone number in the National Grid Customer Systems having a wrong number indicator, National Grid's Credit and Collections department and Consumer Advocacy Group (and Vendors working on their behalf) will not make Automated Collection Calls to the cellular phones numbers on the National Grid Utility Accounts having those indicators, unless National Grid learns from the account holder or a member of the account holder's family, after the wrong number indicator was entered, that the wrong number indicator for the account was incorrect.

(e) Procedures Concerning National Grid's Third-Party Debt Collection Agencies.

- (i) National Grid will notify its Third-Party Debt Collection Agencies of the No Consent/Wrong Number indicators in the National Grid Customer Systems by account/phone number, and will require those agencies to suppress those cellular phone numbers for those accounts from their call lists so that the agencies do not perform prerecorded message, artificial voice message, or ATDS calling to those cellular phone numbers for those accounts.
- (ii) National Grid's Third-Party Debt Collection Agencies will be required to report back to National Grid any consent revocation and Wrong Number indications (by account/cellular phone number) that they have received. National Grid will use information provided by the Third-Party Debt Collection Agencies to update the National Grid Customer Systems to insert the appropriate no-consent or Wrong Number indicators (by account/cellular phone number) in those systems.
- (iii) National Grid will modify its agreements with its Third-Party Collection Agencies to include the provisions set forth in (e)(i) and (e)(ii) as requirements for those Agencies.

(f) For all outbound prerecorded messages used by National Grid's Credit and Collections department and Consumer Advocacy Group (and by Vendors working on their behalf) in connection with phone calls to account holders on National Grid Utility

Accounts where utility service on the account is provided in New York state, National Grid will ensure that those messages conform to the requirements set forth in New York General Business Law §399-p(3).

(g) National Grid will develop written TCPA compliance and training procedures for those involved in outbound calling to account holders of current National Grid Utility Accounts by National Grid's Credit and Collections department and Consumer Advocacy Group and Vendors calling on their behalf.

4.07 In the event that National Grid elects to include in its Credit and Collections department or Consumer Advocacy Group outbound call campaigns IVM functionality with prompts to allow a called party to: (a) select do not consent to receive Automated Collection Calls, or (b) indicate that the called number was the wrong number for the account, then National Grid would be required to track the responses to those prompts as no-consent or Wrong Number indicators in the National Grid Customer Systems, and use those indicators as it is required to do in Section 4.06(b)-(e). The decision to include the IVM functionality described in this Section shall be within the complete discretion of National Grid.

4.08 Class Counsel shall be provided with confirmation in writing within three (3) months of entry of the Judgment granting final approval to this Settlement or by July 1, 2022, (whichever date is later) that each provision described in the preceding Paragraph 4.06 (Non-Monetary Relief) has been satisfied and implemented.

4.09 The provisions set forth in Paragraph 4.06 (Non-Monetary Relief) shall no longer be required under this Agreement or any Court Order related to this Agreement after four (4) years from when they are required to be implemented pursuant to Section 4.06. At any time prior to the expiration of the four-year period set forth above, Defendants may seek Plaintiffs'

agreement to be relieved of their obligation(s) if, and only if, Defendants have implemented and confirmed to Class Counsel in writing changes to their business, equipment, or policies that render the obligation(s) inapplicable. Following entry of the Judgment granting final approval to the Settlement and before the expiration of the four-year period, any modification of Paragraph 4.06 (Non-Monetary Relief) must be approved by the Court. The contingent obligation set forth in Section 4.07 shall expire four (4) years from the date on which the provisions are required to be implemented pursuant to Section 4.06.

4.10 Confirmatory Discovery. Within thirty (30) calendar days of execution of this Settlement, Defendants will provide Class Counsel with a representation estimating the size of the Settlement Class along with the basis for that estimate and any documents not previously provided to Plaintiffs or Class Counsel used to make such an estimate. Within thirty (30) calendar days of execution of this Settlement, Defendants will provide Class Counsel with a list of the non-monetary provisions above that have already been implemented by Defendants on or before October 29, 2021 as a result of this Action.

V. ATTORNEYS' FEES AND REIMBURSEMENT OF COSTS

5.01 Attorneys' Fees and Expenses. Class Counsel will seek approval by the Court of an award of attorneys' fees not exceeding thirty-three percent (33%) of the Settlement Fund and reimbursement of reasonable costs and expenses incurred in relation to their investigation and litigation of this Action, both to be paid from the Settlement Fund. Defendants agree not to appeal any Court award of attorneys' fees and costs and expenses. Class Counsel agree that they will pay to National Grid, from any award of attorneys' fees and costs and expenses, \$25,000.00 in connection with costs associated with National Grid's provision of data to the Claims Administrator to facilitate notice to potential Settlement Class Members. That amount shall be

paid within ten (10) business days of distribution of attorneys' fees and expenses and costs to Class Counsel pursuant to Section 7.04(a) below.

5.02 Settlement Independent of Award of Attorneys' Fees and Expenses. The payment of attorneys' fees and expenses to Class Counsel is subject to and dependent upon the Court's approval of same as fair, reasonable, and adequate. However, this Settlement is not dependent nor is it conditioned upon the Court approving the request for attorneys' fees and expenses to Class Counsel. In the event the Court declines Class Counsel's request, or awards less than the amount sought for attorneys' fees and expenses, this Settlement shall continue to be effective and enforceable by the Parties.

VI. SERVICE AWARDS TO CLASS REPRESENTATIVES

6.01 Service Awards to Class Representatives. In recognition of the significant time and effort they have personally invested in the Action, including but not limited to consulting with Class Counsel, participating in an extensive discovery process, and providing information and input necessary for the prosecution of this case, which efforts have provided a benefit to the Settlement Class, the six (6) Plaintiffs and Class Representatives shall each be entitled to apply to the Court for a service award (also called an incentive award). Defendants shall not object to such service awards to be paid to the six (6) Class Representatives from the Settlement Fund provided they do not exceed \$60,000 in the aggregate (or \$10,000 for each Class Representative), subject to Court approval. Within five (5) days of the Effective Date, and after receiving IRS Form W-9 forms from the Class Representatives, the Claims Administrator shall pay the service awards approved by the Court to the Class Representatives from the Settlement Fund.

6.02 Settlement Independent of Award of Service Awards. The payments of Class

Representative service awards set forth in Sections 7.01 and 7.04 are subject to and dependent upon the Court's approval of same as fair, reasonable, and adequate. However, this Settlement is not dependent nor is it conditioned upon the Court approving the Class Representatives' requests for such payments or awarding the particular amounts sought by the Class Representatives. In the event the Court declines the Class Representatives' requests or awards less than the amounts sought, this Settlement shall continue to be effective and enforceable by the Parties.

VII. SETTLEMENT ADMINISTRATION

7.01 Third-Party Claims Administrator. The Claims Administrator shall be responsible for all matters relating to the administration of this Settlement, as set forth herein. Those responsibilities include, but are not limited to: (i) holding, supervising and investing the Settlement Fund; (ii) providing Notice in accordance with the Court-approved Notice Plan; (iii) obtaining new addresses for returned email and mail; (iv) setting up and maintaining the Settlement Website and toll-free telephone number; (v) fielding inquiries about the Settlement; (vi) processing Settlement Class Member claims; (vii) acting as a liaison between Settlement Class Members and the Parties' counsel regarding claims information; (viii) approving claims, rejecting any Claim Form where there is evidence of fraud; (ix) directing the mailing of Settlement Class Member Payments to Settlement Class Members who have submitted valid Claim Forms; (x) paying Settlement Costs, including Court-approved awards of attorneys' fees and expenses to Class Counsel and the service awards to the Class Representatives, from the Settlement Fund; and (xi) any other tasks reasonably required to effectuate the foregoing. The Claims Administrator will provide monthly updates on the claims status to counsel for all Parties.

7.02 Notice Databases. To facilitate the notice and claims administration process,

Defendants will provide to the Claims Administrator and to Class Counsel no later than December 3, 2021, in an electronically searchable and readable format, structured data files that include the following information where available in and obtainable from the non-archived portions of Defendants' customer service systems (CRS and CSS) for all National Grid Utility Accounts that were active for the period between January 1, 2006 and October 29, 2021: the names, service address, last known mailing addresses, email addresses, account numbers, unique customer numbers (for CSS), last four digits of the customer social security number for the account, account status (terminated or active), date of account termination (if any), date when the account was most recently referred to a Third-Party Debt Collection Agency (if at all), and data showing whether the account ever had the characteristics under National Grid's credit matrix to be eligible for a first-party collections call. Any personal information relating to Settlement Class Members provided to the Claims Administrator or Class Counsel pursuant to this Settlement shall be provided solely for the purpose of providing notice to Settlement Class Members and allowing them to recover under this Settlement; shall be kept in strict confidence; and shall not be disclosed by Class Counsel or the Claims Administrator to any third party without Defendants' consent or Order of the Court. The Claims Administrator and Class Counsel shall take appropriate measures to safeguard the confidentiality of information provided to it about Defendants' customers and former customers so that there is no disclosure of this information except for the purposes provided for in this Agreement. If Defendants anticipate that the provision of the data on the National Grid Utility Accounts to the Claims Administrator will be delayed beyond December 3, 2021, they shall promptly notify Class Counsel.

7.03 Payment of Notice and Claims Administration Costs. The Claims Administrator shall provide an estimate to the Parties of the costs required to provide notice to the Settlement

Class, establish the Settlement Website and establish a toll-free telephone number, as well as all other administration costs. The Claims Administrator shall maintain detailed records of the costs spent on the administration of the Settlement and shall provide those and other administration fees to the Parties' counsel monthly by email.

7.04 Distribution of the Settlement Fund. The Claims Administrator shall distribute the funds in the Settlement Fund as follows:

(a) Starting no earlier than five (5) business days after entry of the Final Approval Order and an order awarding attorneys' fees and reimbursement of costs to Class Counsel, Class Counsel may elect to receive from the Claims Administrator the attorneys' fees, costs, and expenses ordered by the Court. Class Counsel shall be entitled to payment of the fees and expenses awarded by the Court at that time, notwithstanding any motion for reconsideration or appeal, subject to an executed stipulation attached hereto as Exhibit H that requires repayment of the fees and expenses to National Grid within ten (10) business days on the terms and conditions set forth more fully in Exhibit H. Before receiving the attorneys' fees, costs, and expenses, Class Counsel shall each provide executed W-9 forms to the Claims Administrator.

(b) No later than five (5) days after the Effective Date, the Claims Administrator shall pay to the Class Representatives any service awards ordered by the Court.

(c) Payments to the Claims Administrator for its services shall be made following the submission of invoices to counsel for the Parties, who will seek approval and a payment schedule from the Court. No later than twenty (20) days after the Effective Date, pending Court approval, the Claims Administrator shall be paid for any

unreimbursed costs of administration.

(d) Beginning no later than thirty (30) days after the Effective Date, the Claims Administrator shall distribute the Settlement Class Member Payments to eligible Settlement Class Members.

(e) If the balance of the Net Settlement Fund after two hundred ten (210) days of the first *pro rata* distribution of the Settlement Class Member Payments yields an amount that, after administration costs, would allow a second *pro rata* distribution to the qualifying claimants equal to or greater than \$1.00 per qualifying claimant, the Claims Administrator shall distribute any such funds on a *pro rata* basis to Settlement Class Members who cashed settlement checks or electronic distributions;

(f) If any additional distributions are not feasible and practical, or if there are funds remaining in the Net Settlement Fund Account following such additional distribution, the remaining balance of the Net Settlement Fund shall be distributed through a residual *cy pres* program. The residual *cy pres* recipients shall be a nonprofit organization agreed upon by the Parties and approved by the Court, which shall then be identified on the Settlement Website and proposed Final Approval Order. Any residual *cy pres* distribution shall be paid as soon as reasonably possible following the completion of distribution of Settlement Class Member Payments and any additional distribution to Settlement Class Members.

7.05 Settlement Website. By the Settlement Notice Date, the Claims Administrator shall maintain and administer a dedicated settlement website containing (1) class information and related documents, along with information necessary to file a claim, and (2) an electronic version of the Claim Form that Settlement Class Members can download, complete, and submit

electronically. At a minimum, such documents shall include the Settlement and attached exhibits, Long Form Notice (in English and Spanish), a downloadable Claim Form for anyone wanting to print a hard copy and mail in the Claim Form, the operative Complaint in the Action, and when filed, the proposed Final Approval Order.

7.06 Toll-Free Telephone Number. Within ten (10) days after entry of the Preliminary Approval Order, the Claims Administrator shall set up a toll-free telephone number for receiving toll-free calls related to the Settlement. Support for English and Spanish language calls shall be provided. That telephone number shall be maintained until thirty (30) days after the last distribution of the Settlement Class Member Payments. After that time, and for a period of three hundred sixty (360) days thereafter, a recording will advise any caller to the toll-free telephone number that the Claims Deadline has passed and the details regarding the Settlement may be reviewed on the related Settlement Website.

7.07 If any of the terms of this Settlement relating to the Claims Administrator's services would unreasonably hinder or delay such processes or make them more costly, the Claims Administrator shall so advise the Parties' counsel, and the Parties shall take reasonable actions in response.

VIII. NOTICES

8.01 Timing of Class Notice. Notice to the Settlement Class in a manner approved by the Court shall be substantially completed by the Claims Administrator by the Settlement Notice Date.

8.02 The Notice Plan. The Notice Plan shall include the following types of notice to be distributed to Settlement Class Members by first class mail, email and/or publication in the forms approved by the Court in the Preliminary Approval Order: (i) Short Form Notice

(Exhibits C-1 and C-2); (ii) Long Form Notice (Exhibit D); (iii) Notice by Settlement Website; (iv) Streaming Radio Notice (Exhibit E); (v) Social Media Notice (Exhibit F); (vi) Digital Media Notice comprising a paid search campaign on one or more Internet search engine(s) (Exhibit G); and (vii) CAFA Notice.

8.03 Language of Notice. The Long Form Notice shall be made available by the Claims Administrator in English and Spanish and the Short Form Notice shall advise Settlement Class Members that information will be made available in Spanish upon request to the Claims Administrator.

8.04 Notice to National Grid Current and Former Customers. The Claims Administrator will take commercially reasonable steps to obtain current mailing and/or email addresses and shall send the Short Form Notice by first class mail or email to every person who was a National Grid Utility Account holder for an account that was active between January 1, 2006 and October 29, 2021, and whose identity and mailing or email address can be obtained from Defendants' records through the process identified in Section 7.02 above. Where possible, the Claims Administrator shall be permitted to send the Short Form Notice by email. For those customers for whom an email address is not available, or for whom emails are returned as undeliverable, the Claims Administrator shall send the Short Form Notice by first class mail in the form of the postcard set forth in Exhibit C-1.

8.05 Re-Mailing of Returned Settlement Notices. If a mailing is returned as undeliverable, the Claims Administrator shall update addresses based on any forwarding information received from the United States Postal Service. The Claims Administrator shall promptly re-mail any Notices that are returned as non-deliverable with a forwarding address to such forwarding address. For returned mailings without forwarding addresses, the Claims

Administrator shall perform skip tracing for all returned email and mail. The Claims Administrator shall re-mail any Notices to any new addresses identified through skip-tracing. The Claims Administrator may use any of the information provided by Defendants pursuant to Section 7.02 to perform the skip tracing.

8.06 Costs Considered Settlement Costs. All costs of address confirmation, skip-tracing, and re-mailing of Returned Settlement Notices will be considered Settlement Costs and will be deducted from the Settlement Fund.

8.07 Publication Notice. The Claims Administrator shall design and administer the Settlement Website, which will include the Long Form Notice. Publication notice will also include the use of social media, digital media, and streaming (online) radio. The Parties will consult with the Claims Administrator regarding the most effective way that include current best practices to issue publication notice to the Settlement Class Members.

8.08 CAFA Notice. Defendants shall serve notice of the Settlement with the assistance of the Claims Administrator that meets the requirements of 28 U.S.C. § 1715 on the appropriate federal and state officials within ten (10) days of the filing of the motion for Preliminary Approval of the Settlement with the Court.

IX. SETTLEMENT CLASS MEMBER CLAIMS AND DISTRIBUTION OF SETTLEMENT PROCEEDS

9.01 Potential Claimants. Settlement Class Members who do not timely and validly request exclusion from the Settlement as required in this Settlement shall be Settlement Class Members and entitled to submit a claim to share in the distribution of the Net Settlement Fund. Each Settlement Class Member shall be entitled to make only one claim regardless of the number of times the Settlement Class Member was called by Defendants, Vendors, Third-Party Debt Collection Agencies and other third parties who make or made calls on behalf of Defendants.

9.02 Conditions for Claiming Settlement Class Member Payment. To make a claim, Settlement Class Members must submit by the Claims Deadline a valid and timely Claim Form, including the Settlement Class Member's (1) name; (2) current address; (3) cellular phone number called by Defendants, Vendors, Third-Party Debt Collection Agencies or other third party callers during the Class Period; (4) certification that between March 9, 2011 and October 29, 2021 the claimant was called within the Class Period using a prerecorded message or artificial voice recording on the identified cellular number(s); (5) an optional contact telephone number; (6) an optional email contact address; and (7) whether the Settlement Class Member wants their *pro rata* Settlement proceeds distributed by mailed check or electronic distribution. If a Settlement Class Member fails to fully complete a Claim Form with items (1) – (4), the Claim Form will be invalid. Any Settlement Class Member who submits a Claim Form that is otherwise valid but does not choose between receiving the Settlement proceeds by mailed check or electronic distribution will receive the Settlement proceeds by mailed check. Any Settlement Class Member who has submitted or submits an invalid or inaccurate Claim Form shall be permitted to re-submit a Claim Form within thirty-five (35) calendar days of the sending of notice of the defect by the Claims Administrator. Class Counsel shall be kept apprised of the volume and nature of defective claims and allowed to communicate with Settlement Class Members as they deem appropriate to cure such deficiencies.

9.03 Amount Paid per Claim. Each Settlement Class Member who makes a valid and timely claim shall receive a Settlement Class Member Payment. The amount of each Settlement Class Member Payment shall be determined by the following formula: (Total Settlement Fund – Settlement Costs) ÷ (Total Number of Valid Claims) = Settlement Class Member Payment. Therefore, the Settlement Class Member Payment for each Settlement Class Member who makes

a valid claim is the Settlement Class Member's *pro rata* share of the total payments to Settlement Class Members who made valid and timely claims.

9.04 Distribution of Settlement Proceeds to Settlement Class Members. Settlement checks or electronic distributions shall be sent to Settlement Class Members who submitted valid Claim Forms by the Claims Administrator via U.S. mail no later than thirty (30) days after the Effective Date. If any settlement checks are returned, the Claims Administrator shall attempt to obtain a new mailing address for that Settlement Class Member. If any settlement electronic distribution is returned, the Claims Administrator will mail that Settlement Class Member a settlement check. If, after a second attempt, the settlement check or electronic distribution is again returned, no further efforts need be taken by the Claims Administrator to resend the check or electronic distribution. The Claims Administrator shall advise Class Counsel and counsel for Defendants of the names of the claimants whose checks or electronic distributions are returned by the postal service as soon as practicable. Each settlement check or electronic distribution will be negotiable for one hundred eighty (180) days after it is issued. If settlement checks remain un-cashed after the stale date, they will be subject to redistribution as set forth in Section 7.04(f).

X. REQUESTS FOR EXCLUSION AND OBJECTIONS

10.01 Opting Out of the Settlement. Settlement Class Members who wish to exclude themselves from the Settlement Class must advise the Claims Administrator in writing of that intent, and their opt out request must be postmarked no later than the Opt-Out Deadline.

10.02 Deadline. The Claims Administrator shall provide the Parties with copies of all opt-out requests it receives and shall provide a list of all Settlement Class Members who timely and validly opted out of the settlement in their declaration filed with the Court. Settlement Class Members who do not properly and timely submit an opt-out request will be bound by this

Settlement and any resulting judgment, including the releases in Section 13.01 below.

(a) In the written request for exclusion, the Settlement Class Member must state his or her full name, address, and telephone number. Further, the Settlement Class Member must include a statement in the written request that he or she wishes to be excluded from the Settlement.

(b) Any member of the Settlement Class who submits a valid and timely request for exclusion will not be a Settlement Class Member and shall not be bound by the terms of this Settlement or any release contained in the Court's order finally approving the Settlement.

10.03 Objections. Any Settlement Class Member who intends to object to this Settlement must file a written objection with the Court by the Objection Deadline.

(a) The proposed Preliminary Approval Order shall provide that for an objection to be considered, the objection must also set forth: (i) the objector's full name, address, email address, and phone number; (ii) an explanation of the basis upon which the objector claims to be a Settlement Class Member, including the cellular telephone number(s) called by Defendants, Vendors, or Third-Party Debt Collection Agencies or others calling on behalf of Defendants; (iii) all grounds for the objection, accompanied by any legal support for the objection; (iv) the identity of all counsel who represent the objector in this matter, including any former or current counsel who may be entitled to compensation for any reason related to the objection; (v) whether the objector intends to appear at the Final Approval Hearing and, if so, the identity of all counsel representing the objector who will appear at the Final Approval Hearing, who must contemporaneously enter a written Notice of Appearance of Counsel with the Clerk of

the Court; (vi) a list of all other class action settlements to which the objector or their counsel filed an objection or objections; (vii) a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and (viii) the objector's signature (an attorney's signature is not sufficient).

10.04 Any Settlement Class Member who objects may appear at the Fairness Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Settlement.

XI. FINAL APPROVAL OF THE SETTLEMENT

11.01 No later than seven (7) calendar days after the Claims Administrator substantially completes the Notice Plan, the Claims Administrator shall provide Class Counsel and National Grid's counsel a declaration confirming the completion of the Notice Plan in conformance with the Settlement and this Order. Plaintiffs shall file that declaration with the Court as an exhibit to, or in conjunction with, the motion for a Final Approval Order. Within ten (10) calendar days after the Opt-Out Deadline and Objection Deadline, the Claims Administrator shall provide National Grid and Class Counsel with a final list of persons who submitted timely and valid requests for exclusion from the Settlement Class.

11.02 If the Settlement is approved preliminarily by the Court, and all other conditions precedent to the Settlement have been satisfied, no later than fourteen (14) calendar days prior to Final Approval Hearing:

- (a) The Parties shall both request, individually or collectively, that the Court enter the Final Approval Order in substantially the form attached as Exhibit B, with Class Counsel filing a memorandum of points and authorities in support of the motion; and,
- (b) Class Counsel and/or Defendants may file a memorandum addressing any

objections submitted to the Settlement.

11.03 At the Final Approval Hearing, the Parties will request that the Court finally approve the Settlement as fair, reasonable and adequate, finally certify the Settlement Class, overrule any objections to the Settlement and enter a judgment finally approving the Settlement.

11.04 This Settlement is subject to and conditioned upon the issuance by the Court of a Final Approval Order which grants final approval of this Settlement and:

(a) finds that the Notice provided satisfies the requirements of due process and Federal Rule of Civil Procedure Rule 23(e)(1);

(b) finds that Settlement Class Members have been adequately represented by the Class Representatives and Class Counsel;

(c) finds that the Settlement is fair, reasonable, and adequate to the Settlement Class, that each Settlement Class Member shall be bound by this Settlement, including the release in Section 13.01, and the covenant not to sue in Section 13.02, and that this Settlement should be approved;

(d) dismisses on the merits and with prejudice all claims of the Settlement Class Members asserted in the Action;

(e) permanently enjoins each and every Settlement Class Member from bringing, joining, or continuing to prosecute any Released Claims against Defendants or the Released Parties; and

(f) retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Settlement.

XII. FINAL JUDGMENT

12.01 The Final Approval Order entered at or following the Final Approval Hearing

shall be deemed final and the Effective Date achieved:

(a) Thirty (30) days after entry of the judgment approving the Settlement if no document is filed within that time seeking appeal, review, reconsideration or rehearing of the judgment; or

(b) If any such document seeking appeal, review, reconsideration or rehearing of the judgment is filed, then five (5) calendar days after the date upon which all appellate and/or other proceedings resulting from such document have been finally terminated in such a manner as to permit the judgment to take effect in substantially the form described in Exhibit B.

XIII. RELEASE OF CLAIMS

13.01 Released Claims. Plaintiffs, the Class Representatives, and each Settlement Class Member, as well as their respective assigns, executors, administrators, heirs, successors, representatives, and agents hereby release, resolve, relinquish and discharge each and all of the Released Parties from each of the Released Claims (as defined below). The Settlement Class Members further agree that they will not institute any action or cause of action (in law, in equity or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal or local government agency or with any administrative or advisory body, arising from the Released Claims. The release does not apply to members of the Settlement Class who timely opt-out of the Settlement. “Released Claims” means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever arising or occurring during the Class Period, whether based on any federal law, state law, common law, territorial law, foreign

law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, that arise out of the Released Parties' use of an "automated telephone dialing system" and/or "artificial or prerecorded voice" to contact or attempt to contact Settlement Class Members during the Class Period on a cellular telephone by or on behalf of Defendants' Credit and Collections department or Defendants' Consumer Advocacy group, including, but not limited to calls concerning: (1) the payment or status of a current or past National Grid Utility Account or bill; (2) an "important matter" concerning a current or past National Grid Utility Account or bill; (3) a disconnect notice concerning a current or past National Grid Utility Account; (4) an invitation from National Grid to attend a Customer Assistance Expo or to meet with or speak to the National Grid Consumer Advocacy Group, National Grid Consumer Advocate, or National Grid Credit Department; or (5) the availability of a government assistance program, such as the Home Energy Assistance Program (HEAP), to assist with payments to National Grid. The "Released Claims" expressly include all such calls described in the prior sentence that contacted or that attempted to contact Settlement Class Members during the Class Period on behalf of Defendants' Credit and Collections department or Consumer Advocacy Group by the Third-Party Debt Collection Agencies, Vendors or agents, including, but not limited to, those listed in Section 2.28. The "Released Claims" expressly includes any claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever by the Plaintiffs, Class Representatives, and/or Settlement Class Members, as well as their respective assigns, executors, administrators, heirs, successors, representatives, and agents,

arising under, concerning or relating to New York General Business Law §399-p.

13.02 Covenant Not To Sue. The Class Representatives agree and covenant, and each Settlement Class Member will be deemed to have agreed and covenanted, not to sue any Released Party with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.

XIV. TERMINATION OF AGREEMENT

14.01 Plaintiffs, with the agreement of Class Counsel, and Defendants shall have the right to unilaterally terminate this Settlement by providing written notice of his, her, their or its election to do so (“Termination Notice”) to all other Parties hereto within ten (10) calendar days of any of the following occurrences:

- (a) the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement;
- (b) an appellate court reverses the Final Approval Order, and the Settlement is not reinstated without material change by the Court on remand;
- (c) prior to the Effective Date, any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement in a way that is material, unless such modification or amendment is accepted in writing by all Parties; however after entry of the orders granting preliminary approval and final approval, respectively, a Party shall have five (5) business days to provide notice in writing to the other Party that it considers a Court to have made a material change that triggers termination under this Sub-Paragraph, and if no such notice is provided shall waive any such claim that the Court made a material change

that triggers this Sub-Paragraph; or

(d) the Effective Date does not occur.

14.02 Settlement Independent of New York General Business Law §399-p Claims Included in Release. The inclusion of claims arising under New York General Business Law §399-p among the “Released Claims” set forth in Section 13.01 are subject to and dependent upon the Court’s approval of same as fair, reasonable, and adequate. However, this Settlement is not dependent or conditioned upon the inclusion of claims arising under New York General Business Law §399-p among the “Released Claims.” In the event the Court declines to include New York General Business Law §399-p claims among the “Released Claims,” or declines to grant preliminary approval or final approval to the Settlement based on the inclusion of New York General Business Law §399-p claims among the “Released Claims,” that shall not be a basis for Defendants to terminate this Settlement, which would continue to be effective and enforceable by the Parties. In the event that any Court declines to grant or affirm preliminary approval or final approval to the Settlement based on the inclusion of New York General Business Law §399-p claims among the “Released Claims,” the Parties shall be jointly obligated to amend this Agreement to omit that disapproved provision and thereafter seek Court preliminary and final Court approval of the amended agreement.

14.03 No Party may terminate the Settlement after execution of the Settlement because of any intervening change in law or court decision affecting the claims alleged in the Action.

14.04 Before terminating this Agreement, the Parties shall have a duty to negotiate with each other in good faith, including engaging a mediator if necessary, to attempt to cure the defect and seek approval of the modified Settlement.

XV. CONSENT TO JOIN PLAINTIFF MACKENZIE TO THIS ACTION

15.01 In connection with this Settlement, and contingent on the Effective Date being achieved, Defendants withdraw their objection and opposition to the relief sought by Plaintiffs in this Action (*see* Dkt. 531) to join Plaintiff MacKenzie as a plaintiff to this Action.

15.02 The Preliminary Approval Order shall provide that the Plaintiffs' motion to join Plaintiff MacKenzie to this Action is reinstated and approved and that Ms. MacKenzie shall be joined as a plaintiff in this Action as of the date of entry of the Preliminary Approval Order, contingent upon the Effective Date being achieved.

15.03 The Final Approval Order shall provide that the separately-filed *MacKenzie* Action will be dismissed with prejudice upon achievement of the Effective Date.

15.04 In the event that following entry of the Final Approval Order the Effective Date is not achieved, all terms in this Settlement or any Order of the Court related to this Settlement approving the joinder of Plaintiff MacKenzie to this Action will be rendered null and void and shall be vacated, without further action required. In that event, the Parties shall revert to their respective positions concerning the motion filed in this Action to join Ms. MacKenzie as a plaintiff in this Action (*see* Dkt. 531), irrespective of this Agreement and the Court's Preliminary Approval and Final Approval Orders.

15.05 Plaintiff MacKenzie shall be entitled to seek a service award as set forth in Section 6.01, for her efforts in connection with this Action and the *MacKenzie* action.

XVI. MISCELLANEOUS

16.01 Entire Agreement. This Settlement and the exhibits hereto constitute the entire agreement between the Parties. No representations, warranties or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Settlement.

16.02 Qualified Settlement Fund. The monies in the Settlement Fund at all times shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Settlement Fund or otherwise, including any taxes or tax detriments that may be imposed upon the Parties, Class Counsel or National Grid’s counsel with respect to income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise (collectively “Taxes”), shall be paid out of the Settlement Fund. Plaintiffs and Class Counsel, and National Grid and its counsel, shall have no liability or responsibility for any Taxes. The Settlement Fund shall indemnify and hold Plaintiffs and Class Counsel, and National Grid and its counsel, harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).

16.03 Governing Law. This Settlement shall be governed by the laws of the State of New York.

16.04 Future Changes in Laws or Regulations. To the extent Congress, the Federal Communications Commission or any other relevant authority promulgates different requirements under the TCPA, or any other law or regulation that would govern any conduct affected by the Settlement, those laws and regulatory provisions shall control.

16.05 Jurisdiction. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement and all Settlement Class Members for purposes of the administration and enforcement of this Settlement.

16.06 The Parties agree that Massachusetts Electric Company; the Narragansett Electric Company; Boston Gas Company; and Nantucket Electric Company are not defendants in this

Action and agree to be subject to the personal jurisdiction of this Court for purposes of settlement only and on the condition that the Settlement achieves the Effective Date. The Parties further agree that if the Settlement does not achieve the Effective Date, then the conditional agreement of Massachusetts Electric Company; the Narragansett Electric Company; Boston Gas Company; and Nantucket Electric Company to be subject to the personal jurisdiction of this Court will be void, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated proceedings in this Action or the *MacKenzie* Action in an effort to establish that the Court has personal jurisdiction over Massachusetts Electric Company; the Narragansett Electric Company; Boston Gas Company; and/or Nantucket Electric Company. No agreements made by or entered into by those four entities in connection with the Settlement may be used by Plaintiffs, any Settlement Class Member or any other person to establish personal jurisdiction of this Court over those four entities in any litigated proceedings, whether in this Action or any other judicial proceeding.

16.07 No Construction Against Drafter. This Settlement was drafted jointly by the Parties and, in construing and interpreting this Settlement, no provision of it shall be construed or interpreted against any Party based upon the contention that this Settlement or a portion of it was purportedly drafted or prepared by that Party.

16.08 Resolution of Disputes. The Parties shall cooperate in good faith in the administration of this Settlement and agree to use their best efforts to promptly file a motion for preliminary approval with the Court. Any unresolved dispute regarding the administration of this Settlement shall be decided by the Court, or by a mediator upon agreement of the Parties.

16.09 Counterparts. This Settlement may be signed in counterparts and the separate signature pages executed by the Parties and their counsel may be combined to create a document

binding on all of the Parties and together shall constitute one and the same instrument.

16.10 Time Periods. The time periods and dates described herein are subject to Court approval and may be modified upon order of the Court or written stipulation of the Parties.

16.11 Authority. Each person executing this Settlement on behalf of any of the Parties hereto represents that such person has the authority to so execute this Settlement.

16.12 No Oral Modifications. This Settlement may not be amended, modified, altered or otherwise changed in any manner, except by a writing signed by a duly authorized agent of Defendants and Plaintiffs, and approved by the Court.

16.13 Notices. Unless otherwise stated herein, any notice required or provided for under this Settlement shall be in writing and may be sent by electronic mail, fax or hand delivery, postage prepaid, as follows:

16.14 If to Class Counsel:

Douglas I. Cuthbertson
Lief Cabraser Heimann & Bernstein, LLP
250 Hudson Street
New York, NY 10013
Telephone: (212) 355-9500
dcuthbertson@lchb.com

Joseph S. Tusa
55000 Main Road, 2nd Floor
P.O. Box. 566
Southold, NY 11971
Telephone: (631) 407-5100
joseph.tusapc@gmail.com

If to counsel for Defendants

Richard H. Brown
Paul R. Marino
Day Pitney LLP
One Jefferson Road
Parsippany, NJ 07054-2891
Telephone: (201) 323-4266
rbrown@daypitney.com
pmarino@daypitney.com

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement to be executed,
dated as of October 29, 2021.

DATED: 28 Oct 21


Plaintiff Jarrett Jenkins

DATED: _____

Plaintiff Frances Royal

DATED: _____

Plaintiff Emmot Steele

DATED: _____

Plaintiff Kristin MacKenzie

DATED: _____

Plaintiff Danai Ewan

DATED: _____

Plaintiff Charmaine Whyte

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement to be executed,
dated as of October 29, 2021.

DATED: _____

Plaintiff Jarrett Jenkins

DATED: 10/28/2021

Plaintiff Frances Royal

Frances Madeline Royal

DATED: _____

Plaintiff Emmot Steele

DATED: _____

Plaintiff Kristin MacKenzie

DATED: _____

Plaintiff Danai Ewan

DATED: _____

Plaintiff Charmaine Whyte

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement to be executed,
dated as of October 29, 2021.

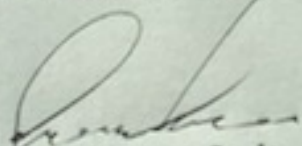
DATED: _____

Plaintiff Jarrett Jenkins

DATED: _____

Plaintiff Frances Royal

DATED: 10/28/2021



Plaintiff Emmot Steele

DATED: _____

Plaintiff Kristin MacKenzie

DATED: _____

Plaintiff Danai Ewan

DATED: _____

Plaintiff Charmaine Whyte

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement to be executed,
dated as of October 29, 2021.

DATED: _____ Plaintiff Jarrett Jenkins

DATED: _____ Plaintiff Frances Royal

DATED: _____ Plaintiff Emmot Steele

/s/ Kristin MacKenzie (by Douglas I. Cuthbertson)
DATED: 10/29/2021 Plaintiff Kristin MacKenzie

DATED: _____ Plaintiff Danai Ewan

DATED: _____ Plaintiff Charmaine Whyte

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement to be executed,
dated as of October 29, 2021.

DATED: _____ Plaintiff Jarrett Jenkins

DATED: _____ Plaintiff Frances Royal

DATED: _____ Plaintiff Emmot Steele

DATED: _____ Plaintiff Kristin MacKenzie

DATED: 10/29/2021 
Plaintiff Danai Ewan

DATED: _____ Plaintiff Charmaine Whyte

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement to be executed,
dated as of October 29, 2021.

DATED: _____ Plaintiff Jarrett Jenkins

DATED: _____ Plaintiff Frances Royal

DATED: _____ Plaintiff Emmot Steele

DATED: _____ Plaintiff Kristin MacKenzie

DATED: _____ Plaintiff Danai Ewan

DATED: 10/29/2021 x Charmaine Whyte
Plaintiff Charmaine Whyte

DATED: October 29, 2021

Defendant National Grid USA Service Co., Inc.

By: John Isberg

Name: John Isberg

Title: Vice President

DATED: October 29, 2021

Defendant Niagara Mohawk Power Corporation

By: John Isberg

Name: John Isberg

Title: Vice President

DATED: October 29, 2021

Defendant KeySpan Gas East Corporation

By: John Isberg

Name: John Isberg

Title: Vice President

DATED: October 29, 2021

Defendant The Brooklyn Union Gas Company

By: John Isberg

Name: John Isberg

Title: Vice President

DATED: October 29, 2021

Massachusetts Electric Company

By: John Isberg

Name: John Isberg

Title: Vice President

DATED: October 29, 2021

The Narragansett Electric Company.

By: John Isberg

Name: John Isberg

Title: Vice President

DATED: October 29, 2021

Boston Gas Company

By: John Isberg

Name: John Isberg

Title: Vice President

DATED: October 29, 2021

Nantucket Electric Company

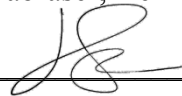
By: John Isberg

Name: John Isberg

Title: Vice President

DATED: October 29, 2021

Lieff, Cabraser, Heimann, & Bernstein, LLP

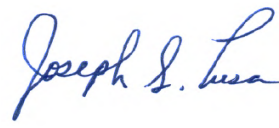
By:  _____

Name: Jonathan Selbin

Title: Partner

DATED: October 29, 2021

Tusa P.C.

By:  _____

Name: Joseph S. Tusa

Title: Shareholder

EXHIBIT A

**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF NEW YORK**

JARRETT JENKINS, EMMOT STEELE,
FRANCES ROYAL, DANAI EWAN, and
CHARMAINE WHYTE, on behalf of
themselves and all others similarly situated,

Plaintiffs,

-against-

NATIONAL GRID USA SERVICE
COMPANY, INC., KEYSpan GAS EAST
CORPORATION, NIAGARA MOHAWK
POWER CORPORATION, and THE
BROOKLYN UNION GAS COMPANY,

Defendants.

Civil Case No. 15-cv-1219

Hon. Joanna Seybert, U.S.D.J.

Hon. Arlene R. Lindsay, U.S.M.J.

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS
SETTLEMENT AND DIRECTING CLASS NOTICE**

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and for Direction of Settlement Class Notice ("Motion"). As described in the Motion, plaintiffs Jarrett Jenkins, Emmot Steele, Frances Royal, Danai Ewan, Charmaine Whyte, and Kristin MacKenzie ("Plaintiffs") and defendants National Grid USA Service Co., Inc., KeySpan Gas East Corporation, The Brooklyn Union Gas Company, and Niagara Mohawk Power Corporation, as well as Massachusetts Electric Company, the Narragansett Electric Company, Boston Gas Company, and Nantucket Electric Company ("Defendants" or "National Grid," and together with Plaintiffs, the "Parties") have entered into a class Settlement Agreement and Release, dated October 29, 2021, which is on file in this case at Dkt. --- (the "Settlement"). Having thoroughly reviewed the Settlement, including the proposed forms of Class Notice and

other exhibits thereto, the Motion, and the papers and arguments in connection therewith, and good cause appearing, the Court hereby ORDERS as follows:

1. Capitalized terms not otherwise defined herein have the meanings set forth in the Settlement.

2. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1331 and 47 U.S.C. § 227 and has personal jurisdiction over the Parties and the Settlement Class Members. The Court notes that Massachusetts Electric Company, the Narragansett Electric Company, Boston Gas Company, and Nantucket Electric Company are not defendants in this Action, and are agreeing to be subject to the personal jurisdiction of this Court for purposes of settlement only and on the condition that the Settlement achieves the Effective Date. The Court's statement about personal jurisdiction over Massachusetts Electric Company, the Narragansett Electric Company, Boston Gas Company, and Nantucket Electric Company is subject to that condition. Venue is proper in this District.

3. The Motion is GRANTED.

4. As agreed in the Settlement, Plaintiffs' motion to join Kristin MacKenzie as a named plaintiff and Class Representative in this Action, *see* Dkt. 531 (filed 4/3/19), is hereby reinstated and GRANTED, and Ms. MacKenzie shall be added as a plaintiff in this Action. However, the Court's approval of the Plaintiffs' motion joining Ms. MacKenzie as a plaintiff and Class Representative in this Action shall be contingent on the Court granting final approval to the Settlement and the Settlement achieving the Effective Date (as defined in the Settlement). In the event that the Settlement does not obtain final approval or achieve the Effective Date, this paragraph of the Court's order (*i.e.*, the grant of Plaintiffs' motion to join Ms. MacKenzie) shall be null and void and shall be deemed vacated without further action required, and the Parties

shall revert to the *status quo ante* concerning their respective positions on that motion, which may be re-filed by Plaintiffs.

5. The Court hereby preliminarily approves the Settlement and the terms embodied therein pursuant to Fed. R. Civ. P. 23(e)(1). The Court finds that it will likely be able to approve the Settlement under Fed. R. Civ. P. 23(e)(2) and to finally certify the Settlement Class for purposes of judgment on the Settlement.

6. The Court further finds that Plaintiffs and Class Counsel have adequately represented, and will continue to adequately represent, the Settlement Class. The Court further finds that the Settlement is procedurally fair, the product of arms' length negotiations by the Parties through an experienced mediator, Hon. Wayne Andersen (Ret.), and comes after more than six years of litigation and discovery and a detailed investigation.

7. The Court preliminarily finds that the Settlement relief provided—(a) a non-reversionary settlement fund of \$38.5 million and (b) changes to National Grid's policies, practices, and procedures intended to assure compliance with the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.*—is fair, reasonable, and adequate taking into account, *inter alia*, the costs, risks, and delay of further litigation, trial and appeal, the alleged harm to Settlement Class Members, the proposed method of distributing payments to the Settlement Class (*i.e.*, payments to Settlement Class Members who submit valid Claim Forms by mailed checks or electronic distributions), and the absence of any agreement required to be identified under Rule 23(e)(3).

8. The Court further preliminarily finds that the Settlement is substantively fair and treats the Settlement Class Members equitably relative to each other. Under the terms of the Settlement, Settlement Class Members who submit timely and valid Claim Forms will be sent a

Settlement Class member Payment, which will be a *pro rata* distribution of the \$38.5 million settlement proceeds after reduction of the Settlement Costs (*i.e.*, (i) settlement and administration costs; (ii) Class Counsel attorneys' fees and expenses awarded by the Court; (iii) any Court-approved service awards paid to the Class Representatives; and (iv) and any taxes incurred by the Settlement Fund). The Court will assess Class Counsel's request for attorneys' fees and expenses after receiving a motion from Class Counsel supporting such request. At this stage, the Court finds that the plan to request fees and litigation expenses to be paid from the Settlement Fund creates no reason not to grant the Motion and direct notice to the Settlement Class.

9. The Court also preliminarily finds that the Settlement is fair, reasonable, and adequate under the "*Grinnell* factors" applied by courts in this Circuit in evaluating class settlements, namely: (a) the complexity, expense and likely duration of the litigation; (b) the reaction of the class to the Settlement; (c) the stage of the proceedings and the amount of discovery completed; (d) the risks of establishing liability; (e) the risks of establishing damages; (f) the risks of maintaining the class action through the trial; (g) the ability of National Grid to withstand a greater judgment; (h) the range of reasonableness of the Settlement fund in light of the best possible recovery; and (i) the range of reasonableness of the Settlement fund to a possible recovery in light of all the attendant risks of litigation. *See City of Detroit v. Grinnell Corp.*, 495 F. 2d 448, 463 (2d Cir. 1974).

10. The Court hereby finds that it is likely to certify, for settlement purposes only, a "Settlement Class," pursuant to Fed. R. Civ. P. 23(a), 23(b)(3), and 23(e) consisting of:

All persons residing in the United States who, from March 9, 2011 until October 29, 2021, received a telephone call on a cellular telephone using a prerecorded or artificial voice message concerning: (1) the payment or status of a current or past National Grid utility bill or account; (2) an "important matter" concerning a current or past National Grid utility bill or account; (3) a disconnect notice concerning a current or past National Grid utility account; (4) an invitation from

National Grid to attend a Customer Assistance Expo or to meet with or speak to the National Grid Consumer Advocacy group, National Grid Consumer Advocate, or National Grid Credit Department; or (5) the availability of a government assistance program, such as the Home Energy Assistance Program (HEAP), to assist with payments to National Grid. “National Grid” includes utilities operating in New York as KeySpan Gas East Corporation, The Brooklyn Union Gas Company, Niagara Mohawk Power Corporation; in Massachusetts as Boston Gas Company, Colonial Gas Company (now part of Boston Gas), Massachusetts Electric Company, Nantucket Electric Company; and in Rhode Island as The Narragansett Electric Company. The Settlement Class excludes (1) officers, directors and employees of National Grid as well as any outside counsel representing National Grid in this litigation; (2) any judge to whom this case is assigned, along with his or her staff, and (3) immediate family of any individual excluded by (1) or (2).

11. The Court preliminarily finds that, for settlement purposes only, the Settlement Class, as defined above, is likely to meet the requirements for class certification under Fed. R. Civ. P. 23(a) and 23(b)(3)—namely, that (a) the Settlement Class Members are sufficiently numerous such that joinder is impracticable; (b) there are common questions of law and fact; (c) Plaintiffs’ claims are typical of those of the Settlement Class Members; (d) Plaintiffs and Class Counsel have adequately represented, and will continue to adequately represent, the interests of the Settlement Class Members; and (e) for purposes of settlement, the Settlement Class meets the predominance and superiority requirements of Fed. R. Civ. P. 23(b)(3). The Court further determines that the Settlement Class is ascertainable.

12. Certification of the Settlement Class shall be solely for settlement purposes and without prejudice to the Parties in the event the Settlement is not finally approved by this Court or otherwise does not take effect, and the Parties preserve all rights and defenses regarding class certification in the event the Settlement is not finally approved by this Court or otherwise does not take effect.

13. The Court hereby designates Plaintiffs Jarrett Jenkins, Emmot Steele, Frances Royal, Danai Ewan, Charmaine Whyte and Kristin MacKenzie as Class Representatives for the Settlement Class.

14. The Court hereby designates the following attorneys as Class Counsel for the Settlement Class:

Joseph S. Tusa
Tusa P.C.
P.O. Box 566
55000 Main Road, 2nd Floor
Southold, NY 11971
Tel. (631) 407-5100

Jonathan D. Selbin
Douglas I. Cuthbertson
John T. Nicolaou
Lieff Cabraser Heimann & Bernstein LLP
250 Hudson Street, 8th Floor
New York, NY 10013-1413
Tel. (212) 355-9500

Daniel M. Hutchinson
Lieff Cabraser Heimann & Bernstein LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Tel. (415) 956-1000

15. The Court hereby appoints Angeion Group LLC (“Angeion”) as the Claims Administrator for the Settlement and directs Angeion to carry out all duties and responsibilities of the Claims Administrator as specified in the Settlement and herein.

Notice Plan

16. Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement, including the form and content of the proposed forms of notice to the Settlement Class attached as Exhibits C-G to the Settlement and the proposed procedures for Settlement Class Members to exclude themselves

from the Settlement Class or object. The Court finds that the proposed Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, www.nationalgridtcpsettlement.com) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish), and other key case documents; publication notice in forms attached as Exhibits E and F to the Settlement sent via social media (Facebook and Instagram) and streaming radio (*e.g.*, Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (*e.g.*, Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the proposed form and content of the notices are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement, including whether to object and whether to opt out. The Court finds that the notices clearly and concisely state in plain, easily understood language, *inter alia*: (a) the nature of this case; (b) the definition of the Settlement Class; (c) the class claims and issues; (d) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (e) that the Court will exclude from the Settlement Class any member who timely and validly requests exclusion; (f) the time and manner for requesting exclusion; and (g) the binding effect of a class judgment on Settlement Class Members under Rule 23(c)(3).

17. The Court directs the Claims Administrator and the Parties to implement the Notice Plan as set forth in the Settlement.

18. In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, National Grid shall promptly provide written notice of the proposed Settlement to the appropriate authorities.

19. No later than February 11, 2022 or forty (40) days after entry of an Order granting preliminary approval to the Settlement, whichever date is later (the “Settlement Notice Date”), the Claims Administrator shall substantially complete sending the Short Form Notice to every person who was a National Grid Utility Account holder for an account that was active between January 1, 2006 and October 29, 2021, and whose identity and mailing or email address can be obtained from National Grid’s records through the process set forth in Section 7.02 of the Settlement, substantially in the forms attached as Exhibits C-1 and C-2 to the Settlement, by email and/or postcard, as applicable. In the event a mailed Short Form Notice is returned as undeliverable, the Claims Administrator shall use reasonable efforts to obtain an updated mailing or email address, and if one is located, attempt a second mailing or emailing of the Short Form Notice.

20. No later than Settlement Notice Date, the Claims Administrator shall set up a toll-free telephone number for receiving toll-free calls related to the Settlement and establish the Settlement Website—which shall include the Long Form Notice (in English and Spanish) substantially in the English form attached as Exhibit D to the Settlement and otherwise be in conformance with the terms of the Settlement—and a toll-free number that Settlement Class Members can call for additional information.

21. No later than seven (7) calendar days after the Claims Administrator substantially

completes the Notice Plan, the Claims Administrator shall provide Class Counsel and National Grid's counsel a declaration confirming the completion of the Notice Plan in conformance with the Settlement and this Order. Plaintiffs shall file that declaration with the Court as an exhibit to, or in conjunction with, the motion for a Final Approval Order. Within ten (10) calendar days after the Opt-Out Deadline and Objection Deadline (as listed below), the Claims Administrator shall provide National Grid and Class Counsel with a final list of persons who submitted timely and valid requests for exclusion from the Settlement Class.

Claims Process

22. Settlement Class Members shall be permitted to share in the Settlement Fund paid by National Grid only after completing and submitting a Claim Form to the Claims Administrator, in the form attached to the Short Form Notice (Exhibit C-1 to the Settlement). To be considered valid, Claim Forms must be postmarked or submitted through the Settlement Website no later than ninety (90) calendar days after the Settlement Notice Date, unless a later date is approved by the Court. As set forth in the Settlement, Settlement Class Members who submit Claim Forms with missing or errant information will be provided additional time to correct the errors and re-submit the Claim Forms to the Claims Administrator, after being apprised of the need to do so by the Claims Administrator.

23. For a Claim Form to be considered valid, the Settlement Class Member shall include: (1) the Settlement Class Member's name; (2) the cellular telephone number(s) called by National Grid or its debt collectors; and (3) a certification under penalty of perjury that the Settlement Class Member is a member of the Settlement Class. The Claim Form shall further provide the Settlement Class Member with the opportunity to correct or update their name and mailing address and to provide a contact telephone number and email address.

Opt-Out and Objection Procedures

24. Settlement Class Members may exclude themselves from the Settlement Class by mailing to the Claims Administrator (at the address listed in the Long Form Notice) a written request for exclusion that is postmarked no later than ninety (90) calendar days after the Settlement Notice Date (the “Opt-Out Deadline”). To be effective, the request for exclusion must include: (1) the individual’s full name, address, and telephone number; (2) a statement that the individual wants to be excluded from the Settlement in *Jenkins v. National Grid USA Service Company, Inc.*, No. 2:15-cv-01219-JS-ARL (E.D.N.Y.); (3) the personal signature of the individual Settlement Class Member and the date. Any person within the Settlement Class definition who does not opt out of the Settlement Class in the manner described in this paragraph shall be deemed a Settlement Class Member and shall be bound by all subsequent proceedings, orders, and judgments in this case. Within seven (7) calendar days of receiving any opt-out request, the Claims Administrator shall provide copies of all timely and valid requests for exclusion to Class Counsel and National Grid’s counsel.

25. Any Settlement Class Member that does not submit a timely and valid request for exclusion shall have the right to object to the proposed Settlement and/or to Settlement Class Counsel’s motion for attorneys’ fees, expenses, and service awards. To be considered valid, an objection must be filed electronically with the Court or mailed to the Clerk of the Court (at the address listed in the Long Form Notice) and also mailed to Class Counsel and National Grid’s counsel (at the addresses listed in the Long Form Notice). For an objection to be considered by the Court, the objection must be filed or postmarked no later than ninety (90) calendar days after the Settlement Notice Date (the “Objection Deadline”), and must set forth the following: (a) the name of this Action; (b) the objector’s full name, address, and phone number; (c) an explanation

of the basis upon which the objector claims to be a Settlement Class Member; (d) all grounds for the objection, accompanied by any legal support for the objection; (e) the identity of all counsel who represent the objector in this matter, including any former or current counsel who may be entitled to compensation for any reason related to the objection; (f) whether the objector intends to appear at the Final Approval Hearing and, if so, the identity of all counsel representing the objector who will appear at the Final Approval Hearing, who must contemporaneously enter a written Notice of Appearance of Counsel with the Clerk of the Court; (g) a list of all other class action settlements to which the objector or their counsel filed an objection; (h) a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and (i) the objector's signature (an attorney's signature is not sufficient).

26. Any Settlement Class Member that does not make an objection in the manner provided in the preceding paragraph shall be deemed to have waived such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing or otherwise, and shall be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement or to Class Counsel's request for attorneys' fees, expenses and/or service awards. Any Settlement Class Member that objects to the Settlement shall nevertheless be entitled to all benefits of the Settlement if it is approved and achieves the Effective Date.

27. The Claims Administrator shall promptly after receipt provide copies of any objections, including any related correspondence, to Class Counsel and National Grid's counsel.

Final Approval Hearing

22. The Court will hold a Final Approval Hearing on _____, 2022 at _____ (Eastern time), in Courtroom 1030 at the United States District Court for the Eastern District of

New York, 100 Federal Plaza, Central Islip, NY 11722. At the Final Approval Hearing, the Court will, among other things: (a) determine whether the Settlement should be finally approved by the Court as fair, reasonable, adequate, and in the best interests of the Settlement Class; (b) determine whether judgment should be entered pursuant to the Settlement, dismissing this Action with prejudice and releasing all Released Claims; (c) determine whether the Settlement Class should be finally certified; (d) rule on Class Counsel's motion for attorneys' fees, expenses, and service awards; (e) consider any properly filed objections; and (f) consider any other matters necessary in connection with the final approval of the Settlement.

23. By no later than fourteen (14) calendar days prior to the Final Approval Hearing, the Parties shall file any motions for final Settlement approval, including any responses to any objections that are submitted. By no later than thirty (30) calendar days prior to the Objection Deadline, Plaintiffs and Class Counsel shall file their motion for attorneys' fees, expenses, and service awards. Promptly after they are filed, these document(s) shall be posted on the Settlement Website.

25. The Court may, in its discretion, modify the date and/or time of the Final Approval Hearing, and may order that this hearing be held remotely, by videoconference or telephonically. In the event the Court changes the date, time, and/or the format of the Final Approval Hearing, the Parties shall instruct the Claims Administrator to post the updated information on the Settlement Website.

26. Only the Parties and Settlement Class Members who have submitted timely and valid objections, in accordance with the requirements of this Order, may be heard at the Final Approval Hearing.

27. If the Settlement, including any amendment made in accordance therewith, is not finally approved by the Court or shall not become effective for any reason whatsoever, the Settlement and any actions taken or to be taken in connection therewith (including this Order and any judgment entered herein), shall be terminated and shall become null and void and of no further force and effect except for (a) any obligations to pay for any expense incurred in connection with notice and administration as set forth in the Settlement, and (b) any other obligations or provisions that are expressly designated in the Settlement to survive the termination of the Settlement.

28. Other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, all proceedings in this Action are hereby stayed and suspended until further order of this Court.

29. Pending final determination of whether the Settlement should be finally approved, Plaintiffs and all Settlement Class Members are barred and enjoined from filing, commencing, prosecuting, or enforcing any action against the Released Parties insofar as such action asserts Released Claims, directly or indirectly, in any judicial, administrative, arbitral, or other forum. This bar and injunction is necessary to protect and effectuate the Settlement and this Order, and this Court's authority to effectuate the Settlement, and is ordered in aid of this Court's jurisdiction.

30. This Order, the Settlement, and all negotiations, statements, agreements, and proceedings relating to the Settlement, and any matters arising in connection with settlement negotiations, proceedings, or agreements shall not constitute, be described as, construed as, offered or received against National Grid or the other Released Parties as evidence or an admission of: (a) the truth of any fact alleged by Plaintiffs in this Action; (b) any liability,

negligence, fault, or wrongdoing of National Grid or the Released Parties; or (c) that this Action or any other action may be properly certified as a class action for litigation or non-settlement purposes.

31. The Court retains jurisdiction over this Action, the Settlement Class and the Parties to consider all further matters arising out of or connected with the Settlement, including enforcement of the Releases provided for in the Settlement.

32. The Parties are directed to take all necessary and appropriate steps to establish the means necessary to implement the Settlement according to its terms should it be finally approved.

33. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to Settlement Class Members. Without further order of the Court, the Parties may agree to make non-material modifications in implementing the Settlement that are not inconsistent with this Order, including non-material modifications to the exhibits to the Settlement.

34. The following chart summarizes the dates and deadlines set by this Order:

Settlement Notice Date	February 11, 2022 or 40 days after entry of the Preliminary Approval Order, whichever date is later
Last day for Plaintiffs and Settlement Class Counsel to file motion for attorneys' fees, expenses, and service awards	60 days after Settlement Notice Date
Last day for Settlement Class Member to file Claim Forms (excluding time set forth in the Settlement to correct errors or omissions in filed Claim Forms)	90 days after Settlement Notice Date
Opt-Out Deadline/Objection Deadline	90 days after Settlement Notice Date
Last day for the parties to file any motions for final settlement approval, including any responses to objections	14 days before the Final Approval Hearing

Final Approval Hearing	_____, 2022,
------------------------	--------------

Dated: _____, 2021

JOANNA SEYBERT
UNITED STATES DISTRICT JUDGE

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF NEW YORK

JARRETT JENKINS, EMMOT STEELE,
FRANCES ROYAL, DANAI EWAN, and
CHARMAINE WHYTE, on behalf of
themselves and all others similarly situated,

Plaintiffs,

-against-

NATIONAL GRID USA SERVICE
COMPANY, INC., KEYSPAN GAS EAST
CORPORATION, NIAGARA MOHAWK
POWER CORPORATION, and THE
BROOKLYN UNION GAS COMPANY,

Defendants.

Civil Case No. 15-cv-1219

Hon. Joanna Seybert, U.S.D.J.

Hon. Arlene R. Lindsay, U.S.M.J.

**[PROPOSED] ORDER AND FINAL JUDGMENT GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

1. This matter came before the Court for hearing on [REDACTED], 2022], pursuant to the Court's Preliminary Approval Order dated [REDACTED], 2021 (Dkt. ____)], and on the motion ("Motion") for final approval of the *Class Action Settlement Agreement and Release*, dated October 29, 2021 entered into by the Parties (the "Settlement," Dkt. ____), as well as Class Counsel's motion for an award of attorneys' fees and expenses and for Plaintiffs' service awards. Due and adequate notice having been given to the Settlement Class Members of the Settlement and the pending motions, as directed by the Court's Preliminary Approval Order,

and upon consideration of all papers filed and proceedings had herein, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

2. Capitalized terms not otherwise defined herein have the meanings set forth in the Settlement.

3. This Court has subject matter jurisdiction over these matters pursuant to 28 U.S.C. § 1331 and 47 U.S.C. § 227 and has personal jurisdiction over the Parties and the Settlement Class Members. The Court notes that Massachusetts Electric Company, the Narragansett Electric Company, Boston Gas Company, and Nantucket Electric Company are not defendants in this Action, and are agreeing to be subject to the personal jurisdiction of this Court for purposes of settlement only and on the condition that the Settlement achieves the Effective Date. The Court's statement about personal jurisdiction over Massachusetts Electric Company, the Narragansett Electric Company, Boston Gas Company, and Nantucket Electric Company is subject to that condition. Venue is proper in this District.

4. The "Settlement Class" for purposes of this Final Approval Order means:

All persons residing in the United States who, from March 9, 2011 until October 29, 2021, received a telephone call on a cellular telephone using a prerecorded or artificial voice message concerning: (1) the payment or status of a current or past National Grid utility bill or account; (2) an "important matter" concerning a current or past National Grid utility bill or account; (3) a disconnect notice concerning a current or past National Grid utility account; (4) an invitation from National Grid to attend a Customer Assistance Expo or to meet with or speak to the National Grid Consumer Advocacy group, National Grid Consumer Advocate, or National Grid Credit Department; or (5) the availability of a government assistance program, such as the Home Energy Assistance Program (HEAP), to assist with payments to National Grid. "National Grid" includes utilities operating in New York as KeySpan Gas East Corporation, The Brooklyn Union Gas Company, Niagara Mohawk Power Corporation; in Massachusetts as Boston Gas Company, Colonial Gas Company (now part of Boston Gas), Massachusetts Electric Company, Nantucket Electric Company; and in Rhode Island as The Narragansett Electric Company. The Settlement Class excludes (1) officers, directors and employees of National Grid as well as any outside counsel representing National Grid in this litigation; (2) any judge to whom this case is

assigned, along with his or her staff, and (3) immediate family of any individual excluded by (1) or (2).

5. The Court finds that the notice provisions set forth under the Class Action Fairness Act, 28 U.S.C. § 1715, were complied with in this matter.

6. The Court finds that the Notice Plan for disseminating notice to the Settlement Class, provided for in the Settlement and previously approved and directed by the Court's Preliminary Approval Order, has been implemented by the Claims Administrator and the Parties. The Court finds that such Notice Plan, including the approved forms of notice: (a) constituted the best notice practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of the Action, the definition of the Settlement Class certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member so desires; the opportunity, the time, and manner for requesting exclusion from the Settlement Class, and the binding effect of a class judgment; (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, due process under the U.S. Constitution, and any other applicable law.

7. The Court hereby finds that all persons who fall within the definition of the Settlement Class have been adequately provided with an opportunity to exclude themselves from the Settlement Class by submitting a request for exclusion in conformance with the terms of the Settlement and this Court's Preliminary Approval Order. All persons who submitted timely and valid requests for exclusion shall not be deemed Settlement Class Members and are not bound by this Final Approval Order. A list of those persons who submitted timely and valid requests for exclusion is attached hereto. All other persons who fall within the definition of the Settlement

Class are Settlement Class Members and part of the Settlement Class and shall be bound by this Final Approval Order and the Settlement.

8. The Court reaffirms that this Action is properly maintained as a class action, for settlement purposes only, pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3).

9. The Court finds that, for settlement purposes, the Settlement Class, as defined above, meets the requirements for class certification under Federal Rules of Civil Procedure 23(a) and 23(b)(3)— namely, that (a) the Settlement Class Members are sufficiently numerous such that joinder is impracticable; (b) there are common questions of law and fact; (c) Plaintiffs' claims are typical of those of the Settlement Class Members; (d) Plaintiffs and Class Counsel have adequately represented, and will continue to adequately represent, the interests of the Settlement Class Members; (e) for purposes of settlement, the Settlement Class meets the predominance and superiority requirements of Rule 23(b)(3); and (f) that the Settlement Class is ascertainable.

10. The Court reaffirms its appointment of Plaintiffs Jarrett Jenkins, Emmot Steele, Frances Royal, Danai Ewan, Charmaine Whyte, and Kristin MacKenzie as Class Representatives to represent the Settlement Class and reaffirms its appointment of Class Counsel to represent the Settlement Class.

11. The Court finds that the Settlement warrants final approval pursuant to Rule 23(e)(2) because the Court finds the Settlement to be fair, reasonable, and adequate and in the best interest of the Settlement Class, after weighing the relevant considerations. First, the Court finds that Plaintiffs and Class Counsel have adequately represented the Settlement Class and will continue to do so through Settlement implementation. Second, the Settlement was reached as a result of arms' length negotiations among counsel for the Parties, assisted by an experienced

mediator, the Hon. Wayne Andersen (Ret.), and comes after six (6) years of litigation and a detailed and informed investigation and analysis by counsel for the Parties. Third, the Court finds that the relief proposed to be provided for the Settlement Class—(a) a non-reversionary settlement fund of \$38.5 million and (b) changes to National Grid’s policies, practices and procedures intended to promote compliance with the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.*—is fair, reasonable, and adequate taking into account, *inter alia*, the costs, risks, and delay of trial and appeal, the alleged harm to Settlement Class Members, and the proposed method of distributing payments to the Settlement Class (*i.e.*, direct payments by mailed checks or electronic distributions). Fourth, the Court finds that the Settlement treats Settlement Class Members equitably relative to each other. Under the terms of the Settlement, all Settlement Class Members who submitted a timely and valid Claim Form will be sent a Settlement Class Member Payment, which will be a *pro rata* distribution of the \$38.5 million settlement proceeds after reduction of the Settlement Costs (*i.e.*, (i) settlement and administration costs; (ii) Class Counsel attorneys’ fees and expenses awarded by the Court; (iii) any Court-approved service awards paid to the Class Representatives; and (iv) any taxes incurred by the Settlement Fund.

12. The Court also finds that the Settlement is fair, reasonable, and adequate under the “*Grinnell* factors” applied by courts in this Circuit in evaluating class settlements, namely: (a) the complexity, expense and likely duration of the litigation; (b) the reaction of the class to the Settlement; (c) the stage of the proceedings and the amount of discovery completed; (d) the risks of establishing liability; (e) the risks of establishing damages; (f) the risks of maintaining the class action through the trial; (g) the ability of National Grid to withstand a greater judgment; (h) the range of reasonableness of the settlement fund in light of the best possible recovery; and

(i) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. *See City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974).

13. The Motion is hereby GRANTED, and the Settlement and its terms are hereby found to be and APPROVED as fair, reasonable, and adequate and in the best interest of the Settlement Class. The Parties and Claims Administrator are directed to consummate and implement the Settlement in accordance with its terms, including distributing the Net Settlement Fund to the Settlement Class Members who have submitted timely and valid Claim Forms and other disbursements as provided by the Settlement Section 7.04 including potential additional distributions to Settlement Class Members and/or a distribution *cy pres* to the National Consumer Law Center. National Grid is directed to adopt and implement the changes to its policies, practices, and procedures pursuant to the time deadlines set forth in Sections 4.06 and 4.07 of the Settlement and to maintain those changes to its policies, practices, and procedures for the time period provided for in Section 4 of the Settlement, or upon petition by National Grid as provided in Section 4.09 of the Settlement a further Order of this Court determines that National Grid is relieved of one or more of its obligations to change its policies, practices and procedures.

14. The Action is hereby dismissed with prejudice and without costs to any Party, other than as specified in the Settlement, in this Final Approval Order, and in any order(s) by this Court regarding Class Counsel's motion for attorneys' fees, expenses, and service awards.

15. Contingent upon the Settlement of the Action achieving the Effective Date (as defined in the Settlement), and recognizing that Kristin MacKenzie has been joined as a plaintiff and class representative in the Action, the related action styled *MacKenzie v. National Grid USA Service Company, Inc.*, 2:19-cv-01916-JS shall be dismissed with prejudice and without costs to

any Party. Within five (5) days of the Settlement of the Action achieving the Effective Date, MacKenzie and National Grid shall submit an order to dismiss the *MacKenzie* matter with prejudice and without costs to any Party.

16. In the event the Settlement of the Action does not achieve the Effective Date, the *MacKenzie* Action shall not be dismissed pursuant to the foregoing paragraph, the Court's order granting Plaintiffs' motion to join Ms. MacKenzie shall be null and void and shall be deemed vacated without further action required, and the Parties shall revert to the *status quo ante* concerning their respective positions on Plaintiffs' motion (Dkt. 531) to join Ms. MacKenzie and a plaintiff in the Action.

17. In consideration of the benefits provided under the Settlement, Plaintiffs and each Settlement Class Member who has not requested exclusion shall, by operation of this Final Approval Order, have forever released all Released Claims against all Released Parties in accordance with Sections 2.28 and 13.01 of the Settlement, the terms of which section are incorporated herein by reference. The terms of the Settlement, which are incorporated by reference into this Final Approval Order, shall have *res judicata* and other preclusive effects as to the Released Claims as against the Released Parties. The Released Parties may file the Settlement and/or this Final Approval Order in any other litigation to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any similar defense or counterclaim.

18. All Settlement Class Members who have not submitted requests for exclusion have covenanted not to sue any Released Party with respect to any Released Claim and shall be permanently barred and enjoined from instituting, commencing, prosecuting, continuing, or asserting any Released Claim against any Released Party. This permanent bar and injunction is

necessary to protect and effectuate the Settlement and this Final Approval Order, and is ordered in aid of this Court's jurisdiction and to protect its judgments. Notwithstanding the foregoing, nothing in this Final Approval Order and judgment shall preclude an action to enforce the terms of the Settlement.

19. This Final Approval Order is the final, appealable judgment in the Action as to all Released Claims.

20. Without affecting the finality of this Final Approval Order in any way, this Court retains jurisdiction over (a) implementation of the Settlement and the terms of the Settlement; (b) Class Counsel's motion for attorneys' fees, expenses, and service awards; (c) distribution of the Settlement Fund, Class Counsel attorneys' fees and expenses, and Plaintiffs' service awards; and (d) all other proceedings related to the implementation, interpretation, validity, administration, consummation, and enforcement of the terms of the Settlement. The time to appeal from this Final Order and Judgment shall commence upon its entry.

21. In the event that the Effective Date does not occur, this Final Approval Order shall be rendered null and void and shall be vacated, *nunc pro tunc*, except insofar as expressly provided to the contrary in the Settlement, and without prejudice to the *status quo ante* rights of Plaintiffs, Settlement Class Members, and National Grid.

22. This Final Approval Order, the Preliminary Approval Order, the Settlement, and all negotiations, statements, agreements, and proceedings relating to the Settlement, and any matters arising in connection with settlement negotiations, proceedings, or agreements shall not constitute, be described as, construed as, offered or received against National Grid or the other Released Parties as evidence or an admission of: (a) the truth of any fact alleged by Plaintiffs in the Action; (b) any liability, negligence, fault, or wrongdoing of National Grid or the Released

Parties; or (c) that this Action or any other action may be properly certified as a class action for litigation, non-settlement purposes.

23. The Court awards Class Counsel attorneys' fees and expenses in the amount of \$_____, and awards Plaintiffs \$[10,000.00] each as service awards, with such attorneys' fees, expenses, and service awards to be paid from the Settlement Fund pursuant to the terms of the Settlement. In accordance with Section 7.04(a) of the Settlement, Class Counsel may elect to receive payment of their fees, costs and expenses awarded by the Court after five (5) business days of the entry of this Final Approval Order, notwithstanding any motion for reconsideration or appeal. If Class Counsel elect to receive the Court-awarded attorneys' fees, costs, and expenses pursuant to Section 7.04(a) of the Settlement, they are subject to the stipulated undertaking attached to the Settlement as Exhibit H, which, among other things, requires repayment to National Grid within ten (10) business days if the Final Approval Order is vacated as the result of a motion for reconsideration, or if the Final Approval Order is reversed, vacated, or modified on appeal so as to permit National Grid to exercise its termination rights pursuant to Section 14 of the Settlement. [To the extent this Order does not address Class Counsel's motion for attorneys' fees, expenses, and service awards, such motion will be addressed in a separate order.]

24. Pursuant to Fed. R. Civ. P. 54, the Court finds that there is no just reason for delay and expressly directs this Final Approval Order and immediate entry by the Clerk of the Court.

Dated: _____, 2022

JOANNA SEYBERT
UNITED STATES DISTRICT JUDGE

EXHIBIT C-1

A federal court authorized this notice. You are not being sued.

You are receiving this notice because you are or were a National Grid utility customer.

You may be entitled to money from a class action settlement.

Si desea recibir esta notificación en español, visite nuestra página web o llámenos.

A Settlement has been reached in a class action lawsuit claiming that National Grid and its debt collectors made calls to cellular telephones involving the use of prerecorded or artificial voice messages. National Grid denies any liability or wrongdoing, and the Court has not decided who is right, but the parties reached a Settlement of these claims.

Website:

www.nationalgridtcpasettlement.com

Toll Free Number:
xxx-xxx-xxxx

National Grid TCPA
Settlement Administrator
PO Box []
Philadelphia, PA 19103

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Electronic Service Requested



NUMERIC EQUIVALENT

Postal Service: Please Do Not Mark Barcode

Notice ID: <<Notice ID>>
Confirmation Code: <<Confirmation Code>>
<<First Name>><<Last Name>>
<<Address1>>
<<Address2>>
<<City>>, <<St>> <<Zip>>
<<Country>>

BLIND PERF DOES NOT PRINT



NUMERIC EQUIVALENT

SETTLEMENT CLAIM FORM

THIS CLAIM FORM MUST BE POSTMARKED BY [DATE].

You may also submit your claim online at www.nationalgridtcpasettlement.com or by calling x-xxx-xxx-xxxx. Instructions: Fill out each section of this form.

Notice ID: <<Notice ID>>
<<First Name>><<Last Name>>
<<Address1>>
<<Address2>>
<<City>>, <<St>> <<Zip>>
<<Country>>

Name/Address Changes:

Cellular Telephone Number(s): Phone #(s) where you received a call: (____) ____ - ____ or (____) ____ - ____

Current Telephone Number (this is optional and for contact purposes only): (____) ____ - ____

Current Email (this is optional and for contact purposes only): _____

By submitting this Claim Form, I certify under penalty of law that between March 9, 2011 and October 29, 2021, I received a call on a cellular telephone from National Grid or one of its debt collectors using a prerecorded or artificial voice message about monies allegedly owed on a National Grid utility account or for any of the other reasons summarized in the "Who's Included" section of the attached notice and described in full at www.nationalgridtcpasettlement.com.

HOW WOULD YOU LIKE TO RECEIVE YOUR CASH PAYMENT?

Check a box below and provide the email or phone number associated with your account if you want to receive your payment via PayPal or Venmo. If you do not check a box below, you will receive a check in the mail.

- PayPal (If checked) PayPal e-mail address: _____
- Venmo (If checked) Venmo phone number: _____
- Check

Para ver este aviso en español, visite www.nationalgridtcpasettlement.com; For more information, visit www.nationalgridtcpasettlement.com

Who's Included? The Class consists of those persons who received a telephone call on a cellular telephone between March 9, 2011 and October 29, 2021 from National Grid or a debt collector representing National Grid using a prerecorded or artificial voice message concerning (i) the payment, status or an "important matter" related to a utility bill or account; (ii) a disconnect notice; (iii) an invitation to attend a Customer Assistance Expo or speak with National Grid's Credit or Consumer Advocacy departments, or (iv) about a government assistance program to pay utility bills (like HEAP).

What Are the Settlement Terms? A Settlement Fund of \$38,500,000.00 will pay all members of the Settlement Class, attorneys' fees and expenses, service awards, and settlement administration costs and expenses. National Grid will also implement various changes to its debt collection and consumer advocacy outbound calling practices, including to end the use of prerecorded telephone calls to persons who have not consented to those calls. The full Settlement Agreement is available at www.nationalgridtcpasettlement.com.

How Can You Get a Payment? Each Class Member who submits a valid and timely Settlement Claim will receive a cash award. How much each Class Member receives depends on how many people make approved claims. You can make a claim by either: 1) mailing a completed Claim Form to the Settlement Administrator or 2) submitting one online at www.nationalgridtcpasettlement.com. If you do nothing, you will not receive a payment and if the Settlement is approved by the court you will be prevented from bringing your own claims about National Grid's collections and consumer advocacy calling to cell phones.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself from the Class by [DATE]. If you exclude yourself, you get no payment from the Settlement. You may object to the Settlement by [DATE]. The information available on the Settlement website (www.nationalgridtcpasettlement.com) explains how to exclude yourself or object. The Court will hold a Hearing on [DATE] at Courtroom 1030, 100 Federal Plaza, Central Islip, NY, 11722 to consider whether to approve the Settlement, a request for attorneys' fees of up to \$12,833,333 plus expenses, and service payments of up to \$10,000 each to the six Class Representatives. You do not have to attend the hearing.

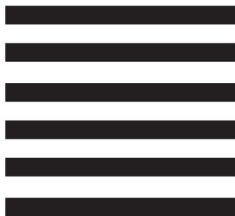
Who represents me? The Court has appointed the law firms of Lief Cabraser Heimann & Bernstein LLP and Tusa P.C. to represent the Settlement Class. You do not need to pay these lawyers out of your pocket; instead these lawyers will apply for compensation out of the settlement fund.

For more information, call the Claims Administrator's toll free number (***) or visit the Claims Administrator's website at www.nationalgridtcpasettlement.com.

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NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 49 PHILADELPHIA, PA

POSTAGE WILL BE PAID BY ADDRESSEE

NATIONAL GRID TCPA
SETTLEMENT ADMINISTRATOR
1650 ARCH STREET
SUITE 2210
PHILADELPHIA PA 19103-9996



EXHIBIT C-2

To: «Class Member Email Address»

From: National Grid TCPA Settlement Administrator

Subject Line: Notice of National Grid TCPA Settlement

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

[Click Here](#) to submit a Claim Form online using your Notice ID and Confirmation Code.

[Click Here](#) to download a Claim Form to submit to the Settlement Administrator by mail.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A federal court authorized this notice. You are not being sued.

You are receiving this notice because you are or were a National Grid utility customer.

You may be entitled to money from a class action settlement.

Si desea recibir esta notificación en español, visite nuestra página web o llámenos.

A Settlement has been reached in a class action lawsuit claiming that National Grid and its debt collectors made calls to cellular telephones involving the use of prerecorded messages or artificial voice messages. National Grid denies any liability or wrongdoing, and the Court has not decided who is right, but the parties reached a Settlement of these claims.

Who's Included? The Class consists of those persons who received a telephone call on a cellular telephone between March 9, 2011 and October 29, 2021 from National Grid or a debt collector representing National Grid using a prerecorded or artificial voice message concerning (i) the payment, status or an "important matter" related to a utility bill or account; (ii) a disconnect notice; (iii) an invitation to attend a Customer Assistance Expo or speak with National Grid's Credit or Consumer Advocacy departments, or (iv) about a government assistance program to pay utility bills (like HEAP).

What Are the Settlement Terms? A Settlement Fund of \$38,500,000.00 will pay all members of the Settlement Class, attorneys' fees and expenses, service awards, and settlement administration costs and expenses. National Grid will also implement various changes to its debt collection and consumer advocacy outbound calling practices, including to end the use of prerecorded telephone calls to persons who have not consented to those calls. The full Settlement Agreement is available at www.nationalgridtcpasettlement.com.

How Can You Get a Payment? Each Class Member who submits a valid and timely Settlement Claim will receive a cash award. How much each Class Member receives depends on how many people make approved claims. You can make a claim by either: 1) mailing a completed Claim Form to the Settlement Administrator or 2) submitting one online at www.nationalgridtcpasettlement.com using the Notice ID and Confirmation Code provided above. **Click here** if you would like to download a Claim Form to submit to the Settlement Administrator by mail. If you do nothing, you will not receive a payment and if the Settlement is approved by the court you will be prevented from bringing your own claims about National Grid's collections and consumer advocacy calling to cell phones.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself from the Class by **[DATE]**. If you exclude yourself, you get no payment from the Settlement. You may object to the Settlement by **[DATE]**. The information available on the Settlement website (www.nationalgridtcpasettlement.com) explains how to exclude yourself or object. The Court will hold a Hearing on **[DATE]** at Courtroom 1030, 100 Federal Plaza, Central Islip, NY, 11722 to consider whether to approve the Settlement, a request for attorneys' fees of up to \$12,833,333 plus expenses, and service payments of up to \$10,000 each to the six Class Representatives. You do not have to attend the hearing.

Who represents me? The Court has appointed the law firms of Lief Cabraser Heimann & Bernstein LLP and Tusa P.C. to represent the Settlement Class. You do not need to pay these lawyers out of your pocket; instead these lawyers will apply for compensation out of the settlement fund.

For more information, call the Settlement Administrator's toll-free number (**-***-****) or visit the Settlement Administrator's website at www.nationalgridtcpasettlement.com.

[Unsubscribe](#)

EXHIBIT D

United States District Court for the Eastern District of New York

Notice of Proposed Class Action Settlement

**A federal court authorized this notice. This is not a solicitation from a lawyer.
You are not being sued. Please do not contact the Court or National Grid.**

Background & Introduction

- A settlement has been proposed to end a class action lawsuit against National Grid and its related companies (“National Grid”), known as *Jenkins v. National Grid USA Service Company, Inc.*, No. 2:15-cv-01219-JS-ARL (E.D.N.Y.) (the “Lawsuit”). The Lawsuit claims that National Grid and its debt collectors violated the federal Telephone Consumer Protection Act by making calls with prerecorded and automated voice messages to cellular telephones related to: (1) the payment or status of a current or past National Grid Utility Account or bill; (2) an “important matter” concerning a current or past National Grid Utility Account or bill; (3) a disconnect notice concerning a current or past National Grid Utility Account; (4) an invitation from National Grid to attend a Customer Assistance Expo or to meet with or speak to the National Grid Consumer Advocacy Group, National Grid Consumer Advocate, or National Grid Credit Department; or (5) the availability of a government assistance program, such as the Home Energy Assistance Program (HEAP), to assist with payments to National Grid, all without the prior express consent of the persons called. “National Grid” includes utilities operating in New York as KeySpan Gas East Corporation, The Brooklyn Union Gas Company, Niagara Mohawk Power Corporation; in Massachusetts as Boston Gas Company, Colonial Gas Company (now part of Boston Gas), Massachusetts Electric Company, Nantucket Electric Company; and in Rhode Island as The Narragansett Electric Company. National Grid denies that it did anything wrong.
- The parties in the Lawsuit agreed to resolve the Lawsuit on a class action basis. As described further below, if the Settlement is approved by the Court, National Grid will pay \$38.5 million, and will implement various changes to its practices for outbound calling by its Credit and Collections department and Consumer Advocacy Group, including to stop using prerecorded telephone calls to persons who have not consented to receive those calls. **If the Settlement is approved and becomes final, you will be issued a payment if (i) you are a member of the Settlement Class (defined below); and (ii) you file a valid claim form before the deadline. Even if you do not file a claim form and share in the settlement proceeds, your rights will be affected if you are a member of the Settlement Class and you do not exclude yourself from the Settlement Class.**
- Read below, visit www.nationalgridcpasettlement.com, or call [#####] for more information.

Your Legal Rights and Options in this Lawsuit	
Option 1: File a Claim Form	<p>If you are a member of the Settlement Class (defined below) you have a right to complete a Claim Form to share in the settlement proceeds paid by National Grid to settle the Lawsuit. A Claim Form can be obtained from the settlement website (www.nationalgridtcpasettlement.com). A Claim Form can be (a) completed and submitted electronically on the website, or (b) printed, completed, and submitted by mail to the following address:</p> <p style="text-align: center;">National Grid TCPA Settlement Administrator P.O. Box. --- Philadelphia, PA 19103</p> <p>If you are a Settlement Class member and do not ask to exclude yourself from the Settlement, and if the Settlement is approved by the Court and becomes final, you give up your right to bring your own lawsuit about the issues in this Lawsuit. <i>See</i> Questions 5-14 for details.</p>
Option 2: Do nothing, receive no payment, give up right to sue	<p>If you do nothing and the Settlement becomes final, you will not be issued a Settlement payment. If you are a member of the Settlement Class and do not ask to exclude yourself from the Settlement, and if the Settlement is approved and becomes final, you will give up your right to bring your own lawsuit about the issues in this Lawsuit. <i>See</i> Questions 9-11, 14 for details.</p>
Option 3: Opt out, receive no payment, retain right to sue	<p>If you exclude yourself from the Settlement (also called “opting out”), you will give up your right to receive a Settlement payment, but will not release any claims and will retain any rights you may have to bring your own lawsuit about the issues in this Lawsuit. <i>See</i> Question 12 for more information. The deadline to exclude yourself is [DATE], 2022.</p>
Option 4: Object or Comment	<p>If you do not exclude yourself from the Settlement, you may object to or comment about the Settlement and/or Class Counsel’s request for attorneys’ fees, expenses, and service awards to the plaintiffs who brought this Lawsuit. <i>See</i> Question 13 for more information. The deadline for submitting objections or comments is [DATE], 2022.</p>

What this Notice Contains

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2. Why is this a class action?

Information about the Settlement Page 5

3. Who is in the Settlement Class?
4. What is the Class Period?
5. What are the terms of the proposed settlement?
6. What are the benefits of the proposed settlement?
7. How will settlement payments be determined and sent?
8. How do I obtain and submit a Claim Form?

Your Rights and Options Page 7

9. What are my options?
10. How do I stay in the Settlement Class?
11. What happens if I do nothing?
12. How do I exclude myself from the Settlement Class?
13. How do I object or comment?
14. What claims will be released by this Settlement?

The Lawyers Representing You Page 10

15. Do I have a lawyer in this class action?
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Getting More Information Page 12

21. Where can I get more information?

Basic Information About the Class Action

1. What is the Lawsuit about?

The Lawsuit claims that National Grid and its debt collectors made calls with automated dialers and/or prerecorded or artificial voice messages to cellular telephones related to: (1) the payment or status of a current or past National Grid Utility Account or bill; (2) an “important matter” concerning a current or past National Grid Utility Account or bill; (3) a disconnect notice concerning a current or past National Grid Utility Account; (4) an invitation from National Grid to attend a Customer Assistance Expo or to meet with or speak to the National Grid Consumer Advocacy Group, National Grid Consumer Advocate, or National Grid Credit Department; or (5) the availability of a government assistance program, such as the Home Energy Assistance Program (HEAP), to assist with payments to National Grid, all without the prior express consent of the persons called. Plaintiffs allege that this conduct violates the federal Telephone Consumer Protection Act. National Grid denies those allegations and disputes that it did anything wrong.

Some of the calls at issue in the Lawsuit were made directly by National Grid, while others were made by debt collectors hired by National Grid to collect utility debts that were allegedly past due. Many of the calls were made to persons who are or were National Grid utility account holders, but some calls were made to persons who were not a National Grid account holder. “National Grid” includes utilities operating in New York as KeySpan Gas East Corporation, The Brooklyn Union Gas Company, Niagara Mohawk Power Corporation; in Massachusetts as Boston Gas Company, Colonial Gas Company (now part of Boston Gas), Massachusetts Electric Company, Nantucket Electric Company; and in Rhode Island as The Narragansett Electric Company.

Plaintiffs Jarrett Jenkins, Emmot Steele, Frances Royal, Danai Ewan, and Charmaine Whyte filed the Lawsuit against National Grid and some of its affiliated companies about these issues. The operative *Third Amended Class Action Complaint* in the Lawsuit is available at www.nationalgridtcpasettlement.com.

Plaintiffs and National Grid have now agreed to a Settlement to resolve the Lawsuit, as described below. The Court has not decided whether Plaintiffs or National Grid are correct. By agreeing to the Settlement, neither National Grid nor Plaintiffs make any admissions regarding the merits of the allegations, claims, or defenses in this case.

Another National Grid customer has filed a separate class action making similar claims as made in the Lawsuit. That case is known as *MacKenzie v. National Grid USA Service Company, Inc.*, No. 2:19-cv-01916-JS-JMW (E.D.N.Y.). If the Settlement of the Lawsuit is approved and becomes final, the Plaintiff in the *MacKenzie* lawsuit (Kristin MacKenzie) will become a plaintiff in the Lawsuit (along with the five (5) other Plaintiffs identified above) and the *MacKenzie* lawsuit will be dismissed.

Both the Lawsuit and the separate *MacKenzie* lawsuit were filed in The United States District Court for the Eastern District of New York and are pending before the Honorable Joanna Seybert, United States District Judge.

2. Why is this a class action?

In a class action, one or more people sue on behalf of themselves and other people with similar claims. All of these people together make up the Settlement Class and are Settlement Class members. One court resolves the issues for all Settlement Class members, except for those who exclude themselves from the Settlement Class.

Information About the Settlement

3. Who is in the Settlement Class?

The “Settlement Class” is defined as:

All persons residing in the United States who, from March 9, 2011 until October 29, 2021, received a telephone call on a cellular telephone using a prerecorded or artificial voice message concerning: (1) the payment or status of a current or past National Grid utility bill or account; (2) an “important matter” concerning a current or past National Grid utility bill or account; (3) a disconnect notice concerning a current or past National Grid utility account; (4) an invitation from National Grid to attend a Customer Assistance Expo or to meet with or speak to the National Grid Consumer Advocacy Group, National Grid Consumer Advocate, or National Grid Credit Department; or (5) the availability of a government assistance program, such as the Home Energy Assistance Program (HEAP), to assist with payments to National Grid. “National Grid” includes utilities operating in New York as KeySpan Gas East Corporation, The Brooklyn Union Gas Company, Niagara Mohawk Power Corporation; in Massachusetts as Boston Gas Company, Colonial Gas Company (now part of Boston Gas), Massachusetts Electric Company, Nantucket Electric Company; and in Rhode Island as The Narragansett Electric Company. The Settlement Class excludes (1) officers, directors and employees of National Grid as well as any outside counsel representing National Grid in this litigation; (2) any judge to whom this case is assigned, along with his or her staff, and (3) immediate family of any individual excluded by (1) or (2).

People in the Settlement Class are called “Settlement Class Members.”

The final Settlement Class will consist of all persons within the Settlement Class definition except for those individuals who submit timely and valid requests for exclusion by the deadline set by the Court. (*See* Question 12).

4. What is the Class Period?

The “Class Period” means those calls described in the Settlement Class (defined in Question 3 above) made between March 9, 2011 and October 29, 2021.

5. What are the terms of the proposed settlement?

The complete terms of the proposed settlement are set forth in the Settlement Agreement, which is available at www.nationalgridtcpasettlement.com. This notice provides only a summary of the terms of the Settlement. The settlement benefits and obligations are summarized below.

6. What are the benefits of the proposed settlement?

If the Settlement is approved and becomes final, National Grid will pay thirty-eight million five-hundred thousand dollars (\$38,500,000.00) into a settlement fund. This money will be used to: (1) make settlement payments to Settlement Class Members, as described in Question 7; (2) pay the costs of distributing notice and settlement payment checks to Settlement Class Members and other costs of administering the Settlement; and (3) pay court-awarded attorneys' fees and litigation expenses of the attorneys appointed by the Court to represent the Class ("Class Counsel") and any service awards granted to the Plaintiffs.

If you are a Settlement Class Member, you need to complete and submit a Claim Form to receive a settlement payment. Claim Forms are available on the settlement website, www.nationalgridtcpasettlement.com,

In addition to the settlement payments, if the Settlement is approved and becomes final, National Grid will revise and institute certain changes to the outbound calling policies and practices of its Credit and Collections department and Consumer Advocacy Group, including to end the use of prerecorded or artificial voice telephone calls to persons who do not consent to receive those calls to a cellular telephone. A list of those changes and new policies and procedures is listed in the Settlement Agreement at Sections 4.06 and 4.07, which is available on the settlement website, www.nationalgridtcpasettlement.com.

7. How will settlement payments be determined and sent?

If the Settlement is approved and becomes final, Settlement Class Members who do not exclude themselves from the Settlement Class and who complete and submit a Claim Form will be issued a Settlement payment. Settlement Class Members' payment amounts will be shared equally among all Settlement Class Members who submit valid Claim Forms, after the deduction of settlement costs and attorneys' fees and expenses awarded by the Court (*See* Question 6). It is estimated by Class Counsel that settlement payments will range between \$50 and \$150 per Settlement Class Member, although the actual amount could be higher or lower.

If you are a Settlement Class Member, you need to complete and submit a Claim Form to receive a settlement payment. Claim Forms are available on the settlement website, www.nationalgridtcpasettlement.com.

For any settlement payment checks that are uncashed or deemed undeliverable by the Settlement Administrator, the funds will be distributed by one or both of the following means: (1) a *pro rata* second distribution to those Settlement Class Members who cashed/deposited their initial settlement payment checks (if there are sufficient residual funds to justify the administrative costs of such distribution); and/or (2) distribution to the National Consumer Law Center

8. How do I obtain and submit a Claim Form?

In order to share in the payment of the settlement proceeds, you must (1) be a Settlement Class Member; and (2) complete and submit a Claim Form by [DATE], 2022. You can obtain a Claim Form on the settlement website, www.nationalgridtcpasettlement.com or by clicking this link: [LINK]. You can also call the Claims Administrator toll free at [NUMBER] and request

that a Claim Form be emailed or mailed to you. The Claim Form requires Settlement Class Members to identify their (1) Name; (2) Mailing Address; (3) the cellular telephone number(s) called by National Grid or its debt collectors; (4) designate whether to receive your Settlement payment by mailed check or electronic distribution and (5) your certification that you are a member of the Settlement Class because between March 9, 2011 and October 29, 2021 you received a call from National Grid or its debt collectors using a prerecorded message or artificial voice recording about monies alleged owed on a National Grid utility account or for any of the other reasons set forth in the definition of the Settlement Class. *See* Question 3 (defining the Settlement Class). The Claim Form also requests a contact telephone number and email address to facilitate communications to Settlement Class Member who submit claims, should it be necessary to contact them.

Once completed, the Claim Form can be submitted electronically on the settlement website or printed and mailed to the following address:

National Grid TCPA Settlement Administrator
P.O. Box. ---
Philadelphia, PA 19103

Each Settlement Class Member is entitled to submit only one Claim Form.

Settlement Class Members are entitled to submit only one claim form regardless of the number of utility accounts they have or have had with National Grid and regardless of the number of times they were called by or on behalf of National Grid.

Individual Settlement Class Members entitled to submit a Claim Form should do so only once. If you submit a Claim Form through the settlement website, please do not submit a duplicate Claim Form by mail, and vice versa. Duplicate claim forms will be rejected.

Your Rights and Options

9. What are my options?

You must be a member of the Settlement Class and submit a Claim Form in order to receive a payment from the Settlement proceeds. Those Settlement Class Members who submit valid Claim Forms will receive a settlement payment and will give up their right to bring their own lawsuit against National Grid about the issues in the Lawsuit. If you are a Settlement Class Member and do nothing and the Settlement is approved and becomes final, you will not be issued a Settlement payment and you will still give up your right to bring your own lawsuit against National Grid about the issues in the Lawsuit.

You may exclude yourself from the Settlement Class (sometimes referred to as “opting out”) by following the steps described in Question 12. If you exclude yourself, you will give up your right to receive a settlement payment and other settlement benefits but will retain any right you may have to sue National Grid about the issues in the Lawsuit.

If you do not exclude yourself, you may object to or comment on the settlement and/or or to Class Counsel’s request for attorneys’ fees, litigation expenses, and service awards (*see*

Question 13). You do not need to object or comment in order to receive a settlement payment or other settlement benefits. If you object and the Settlement is approved and becomes final, you will give up your right to bring your own lawsuit against National Grid about the issues in the Lawsuit.

10. How do I stay in the Settlement Class?

You do not need to do anything to stay in the Settlement Class. If you are within the Settlement Class definition and you do not exclude yourself, you will remain in the Settlement Class and, if the Settlement becomes final. However, you will be issued a settlement payment only if you complete and submit a Claim Form by [DATE], 2022.

11. What happens if I do nothing?

If you are in the Settlement Class and you do nothing, you will stay in the Settlement Class. If the Settlement is approved and becomes final, you not will be issued a Settlement payment and you will not be able to sue National Grid about the issues in this Lawsuit. You will also be legally bound by all of the orders that the Court issues and judgments the Court makes in this class action.

12. How do I exclude myself from the Settlement Class?

To exclude yourself from the Settlement, you must mail a written request for exclusion to:

National Grid TCPA Settlement Administrator
P.O. Box. ---
Philadelphia, PA 19103

To be effective, your request for exclusion must be **postmarked no later than [DATE], 2022** and must include the following information:

- (a) your full name, telephone number, and mailing address;
- (b) a statement that you wish to be excluded from the Settlement Class in as *Jenkins v. National Grid USA Service Company, Inc.*, No. 2:15-cv-01219-JS-ARL (E.D.N.Y.); and
- (c) your signature and the date.

13. How do I object or comment?

If you are a Settlement Class Member, and have not excluded yourself from the Settlement, you can comment on or object to the Settlement, Class Counsel's request for attorneys' fees and litigation expenses, and/or the request for service awards for the individual plaintiffs. To object or comment, you must send a written objection/comment including the following:

- (a) the name and case number of this lawsuit: as *Jenkins v. National Grid USA Service Company, Inc.*, No. 2:15-cv-01219-JS-ARL (E.D.N.Y.);
- (b) your full name, mailing address and telephone number;
- (c) an explanation of why you claim to be a Settlement Class Member, including the cellular telephone numbers called by Defendants or their debt collection agents or vendors;

- (d) an explanation of the basis for your objection, including all grounds for the objection and any legal support;
- (e) the identity of any attorney representing you in this matter, or any attorney who may be entitled to compensation for any reason related to the objection;
- (f) a statement about whether or not you intend to appear at the Final Approval Hearing, and if so, the identify of all counsel representing you who will appear at the Final Approval Hearing (who must enter a written Notice of Appearance of Counsel with the Clerk of the Court);
- (g) a list of all other class action settlements to which you or your attorney has previously filed an objection;
- (h) a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- (i) your signature (your attorney's signature is not sufficient);

To be considered by the Court, your comment or objection must be filed or mailed to the Clerk of Court, with copies to National Grid's counsel, and Class Counsel, **filed/postmarked no later than [DATE], 2022** at the following addresses:

THE COURT
Clerk of the Court USDC for the Eastern District of New York 100 Federal Plaza Central Islip, NY, 11722
NATIONAL GRID'S COUNSEL
Richard H. Brown Day Pitney LLP One Jefferson Road Parsippany, NJ 07054-2891
CLASS COUNSEL
Joseph S. Tusa Tusa P.C. P.O. Box 566 55000 Main Road, 2 nd Floor Southold, NY 11971 Douglas I. Cuthbertson Lieff Cabraser Heimann & Bernstein LLP 250 Hudson Street, 8 th Floor

New York, NY 10013-1413

You have the right to consult with your own attorney, at your own expense, before deciding how best to proceed.

14. What claims will be released by this Settlement?

If you are in the Settlement Class definition and do not exclude yourself from the Settlement, and the Settlement is approved and becomes final, the Settlement will be legally binding on you. In exchange for the opportunity to obtain settlement benefits, you will release all claims against National Grid and its affiliates about the issues in this Lawsuit regarding National Grid's and its vendors' and debt collectors' calls or attempted calls to your cellular telephone numbers concerning: (1) the payment or status of a current or past National Grid Utility Account or bill; (2) an "important matter" concerning a current or past National Grid Utility Account or bill; (3) a disconnect notice concerning a current or past National Grid Utility Account; (4) an invitation from National Grid to attend a Customer Assistance Expo or to meet with or speak to the National Grid Consumer Advocacy Group, National Grid Consumer Advocate, or National Grid Credit Department; or (5) the availability of a government assistance program, such as the Home Energy Assistance Program (HEAP), to assist with payments to National Grid. You also covenant and agree that you will not take any step whatsoever to commence, institute, continue, pursue, maintain, or prosecute any claims about the issues in this Lawsuit against National Grid and its affiliates. The Settlement Agreement at Section 13.01, available at www.nationalgridtcpsettlement.com, describes the claims you are releasing (giving up) by staying in the Settlement Class (called "Released Claims").

The Lawyers Representing You

15. Do I have a lawyer in this class action?

Yes. The Court has appointed the following attorneys and law firms to represent the Settlement Class Members. Together, these lawyers are called "Class Counsel":

Joseph S. Tusa
Tusa P.C.
P.O. Box 566
55000 Main Road, 2nd Floor
Southold, NY 11971

Jonathan D. Selbin
Douglas I. Cuthbertson
John T. Nicolaou
Lieff Cabraser Heimann & Bernstein LLP
250 Hudson Street, 8th Floor
New York, NY 10013-1413

Daniel M. Hutchinson
Lieff Cabraser Heimann & Bernstein LLP
275 Battery Street, 29th Floor

San Francisco, CA 94111-3339

You do not have to pay Class Counsel for their time or expenses incurred in this Lawsuit out of your pocket. Instead, Class Counsel will petition the Court for an award of their fees and expenses; any amount awarded will be paid from the Settlement Fund.

The Court has also appointed Plaintiffs Jarrett Jenkins, Emmot Steele, Frances Royal, Danai Ewan, Charmaine Whyte, and Kristin MacKenzie as class representatives to represent the Settlement Class.

16. How will the lawyers be paid?

Class Counsel (*see* Question 15) will file a motion on or before [DATE], 2022 asking the Court to award them attorneys' fees and reimbursement of litigation expenses up to one-third of the \$38.5 million settlement fund. The attorneys' fees and expenses awarded by the Court will be the only payment to Class Counsel for their efforts in achieving the Settlement and for their risk in undertaking this representation on a wholly contingent basis during the more than 6 years this case was litigated. In addition, Class Counsel will ask the Court on or before [DATE], 2022 to award the Plaintiffs representing the Settlement Class service awards that do not exceed \$60,000 in the aggregate (or up to \$10,000 each) to compensate them for their efforts and commitment on behalf of the Settlement Class in this Lawsuit.

The Court will determine the amount of attorneys' fees, expenses, and service award to award. Class Counsel's application for attorneys' fees, expenses, and service award will be available at www.nationalgridtcpasettlement.com when it is filed.

17. Should I hire my own lawyer for this case?

You do not need to hire your own lawyer because Class Counsel represents you and the other members of the Settlement Class already. However, you have the right to hire your own lawyer at your expense.

The Court's Final Approval Hearing

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at 10:00 a.m. on _____, 2022, in the United States District Court for the Eastern District of New York, Courtroom 1030, 100 Federal Plaza, Central Islip, NY 11722. The hearing may be moved to a different date or time, or the Court may order that the hearing be held telephonically or by videoconference, without additional notice. Please check www.nationalgridtcpasettlement.com for updates or changes.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel's application for attorneys' fees, expenses, and service awards. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No, you do not have to attend or participate in the Final Approval Hearing to receive a Settlement payment. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. So long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. May I speak at the hearing?

If you are Settlement Class Member and have not opted out of the Settlement, you may ask the Court for permission to speak at the Final Approval Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

Getting More Information

21. Where can I get more information?

More information can be found at www.nationalgridtcpsettlement.com. That website includes important case deadlines, links to case documents including the full Settlement Agreement and the Complaint filed in this lawsuit, and other information about the Lawsuit and the Settlement. You can also get more information by calling the Claims Administrator at [#####].

PLEASE DO NOT CONTACT THE COURT OR NATIONAL GRID

EXHIBIT E

:30 Ad Options

Attention current and former National Grid customers. A multi-million dollar class action settlement has been reached involving persons who received a prerecorded message concerning a National Grid utility debt. To learn more including whether you are eligible to share in the recovery, please call 1-XXX-XXX-XXXX or visit [www dot National Grid TCPA Settlement dot com](http://www.NationalGridTCPASettlement.com).

:15 Ad Options

Attention current and former National Grid customers. You may be eligible to share in a multi-million dollar class action settlement involving debt collection calling. To learn more including if you are eligible, please call 1-XXX-XXX-XXXX or visit [www dot National Grid TCPA Settlement dot com](http://www.NationalGridTCPASettlement.com).

EXHIBIT F



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If you were called on a cellular telephone concerning a National Grid utility debt, you may be eligible to share in a multi-million dollar class action settlement. Click here to learn more.



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National Grid Class Action Settlement

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EXHIBIT G



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**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF NEW YORK**

JARRETT JENKINS, EMMOT STEELE,
FRANCES ROYAL, DANAI EWAN, and
CHARMAINE WHYTE, on behalf of
themselves and all others similarly
situated,

Plaintiffs,

-against-

NATIONAL GRID USA SERVICE
COMPANY, INC., KEYSpan GAS
EAST CORPORATION, NIAGARA
MOHAWK POWER CORPORATION,
and THE BROOKLYN UNION GAS
COMPANY,

Defendants.

Case No. 15-cv-1219

Hon. Joanna Seybert, U.S.D.J.

Hon. Arlene R. Lindsay, U.S.M.J.

STIPULATED UNDERTAKING

Plaintiffs Jarrett Jenkins, Emmot Steele, Frances Royal, Danai Ewan, Charmaine Whyte, and Kristin MacKenzie (collectively, “Plaintiffs”) and defendants National Grid USA Service Company, Inc., KeySpan Gas East Corporation, Niagara Mohawk Power Corporation and The Brooklyn Union Gas Company, Massachusetts Electric Company; the Narragansett Electric Company; Boston Gas Company; and Nantucket Electric Company; (collectively, “National Grid” or “Defendants”) (collectively, “the Parties”), by and through their undersigned counsel stipulate and agree as follows:

WHEREAS, Plaintiffs desire to have the Class Administrator distribute any Court-awarded attorneys’ fees, costs, and expenses to Lieff Cabraser Heimann & Bernstein, LLP and

Tusa, P.C. (collectively, “Class Counsel”) five (5) business days after entry of the Final Approval Order; and

WHEREAS Class Counsel agree to repay their award of attorneys’ fees, costs, and expenses (“Undertaking”) if the Effective Date of the Settlement is not achieved (*see* Section XII of the October __, 2021 Settlement; and

WHEREAS, Class Counsel agree to this Stipulated Undertaking, which is to be attached to the Settlement and accordingly subject to any Final Approval Order issued by the Court.

I. STIPULATION

NOW, THEREFORE, each of the undersigned Class Counsel, on behalf of themselves as individuals and as agents for their respective law firms, hereby submit themselves and their respective law firms to the jurisdiction of the Court for the purpose of enforcing the provisions of this Stipulated Undertaking.

Capitalized terms used herein without definition have the meanings given to them in the Settlement.

In the event that the Final Approval Order is made the subject of a reconsideration order or other order by the Court that modifies the Final Approval Order, or the Final Approval Order is reversed, vacated or modified on appeal so as to permit National Grid to exercise its termination rights pursuant to Section 14 of the Settlement, undersigned Class Counsel shall, within ten (10) business days after such an order reversing, vacating or modifying the Final Approval Order, repay to National Grid, or any of its successors or assigns the attorneys’ fees, costs, and expenses paid from the Settlement Fund to undersigned Class Counsel, including any accrued interest. For purposes of clarity, each of the Class Counsel law firms hereby agrees that

the obligation in this paragraph is a joint and several one, with each law firm being responsible for the entirety of any required repayment.

In the event the Final Approval Order is not subject to a reconsideration order or other order, or reversed, vacated or modified on appeal, in whole or in part, but the attorneys' fees, costs, and expenses awarded by the Court are modified by the District Court, or are vacated or modified on appeal, undersigned Class Counsel shall, within ten (10) business days after the order vacating or modifying the award of attorneys' fees, costs, and expenses becomes final, repay to the Settlement Fund the attorneys' fees, costs, and expenses paid from the Settlement Fund to undersigned Class Counsel in the amount vacated or modified, including any accrued interest. For purposes of clarity, each of the Class Counsel firms hereby agrees that the obligation in this paragraph is a joint and several one, with each law firm being responsible for the entirety of any required repayment.

Any action that may be required thereafter may be addressed to this Court on shortened notice, but not less than five (5) court days.

This Undertaking and all obligations set forth herein shall expire upon finality of all appeals of the Final Approval Order.

In the event undersigned Class Counsel fails to repay to the Settlement Fund or National Grid, or any of its successors or assigns any of the attorneys' fees, costs, and expenses that are owed pursuant to this Undertaking, the Court shall, upon application of such entity and notice to undersigned Class Counsel, summarily issue orders, including but not limited to judgments and attachment orders against Class Counsel, and each of them, and may make appropriate findings for sanctions for contempt of court. In addition, Class Counsel shall be responsible to pay the

reasonable attorneys' fees and costs incurred by Defendants in enforcing this Stipulation. For purposes of clarity, each of the Class Counsel firms hereby agrees that the obligation in this paragraph is a joint and several one, with each law firm being responsible for the entirety of any required repayment.

The undersigned stipulate, warrant, and represent that they are equity partners in their respective law firms and have both actual and apparent authority to enter into this Undertaking on behalf of their respective law firms.

This Stipulated Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile or PDF transmission shall be as effective as original signatures.

By signing below, Class Counsel declare under penalty of perjury under the laws of the State of New York and the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

AGREED TO BY UNDERSIGNED COUNSEL:

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

By:  _____

Jonathan D. Selbin
250 Hudson Street, 8th floor
New York, NY 10013-1413
Email: jselbin@lchb.com
Tel: (212) 355-9500

For Lief Cabraser Heimann & Bernstein, LLP; and as
Attorneys For Plaintiffs and Prospective Class Counsel

Date: October 29, 2021

TUSA P.C.

By: /s/ Joseph S. Tusa
Joseph S. Tusa
P.O. Box 566
Southold, NY 11971
Email: joseph.tusapc@gmail.com
Tel. (631) 407-5100

For Tusa P.C; and as
Attorneys For Plaintiffs and Prospective Class Counsel

Date: October 29, 2021

DAY PITNEY, LLP

By: _____
Richard H. Brown
One Jefferson Road
Parsippany, NJ 07054
Tel: (973) 966 6300
rbrown@daypitney.com
Attorneys for Defendants

Date: October 29, 2021

Date: October 29, 2021

TUSA P.C.

By: _____

Joseph S. Tusa
P.O. Box 566
Southold, NY 11971
Email: joseph.tusapc@gmail.com
Tel. (631) 407-5100

For Tusa, P.C; and as
Attorneys For Plaintiffs and Prospective Class Counsel

Date: October __, 2021

DAY PITNEY, LLP

By: /s/ Richard H. Brown

Richard H. Brown
One Jefferson Road
Parsippany, NJ 07054
Tel: (973) 966 6300
rbrown@daypitney.com

Attorneys for Defendants

Date: October 29, 2021