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COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SUPERIOR COURT  
CIVIL ACTION NO. 1877CV01343G  
Lead Case

IN RE: COLUMBIA GAS CASES

**PRELIMINARY ORDER APPROVING CLASS ACTION SETTLEMENT**

WHEREAS, the Court has been advised that the Parties to this Action, Plaintiffs, individually and on behalf of others similarly situated, and Defendants, have agreed, subject to Court approval following notice to the Settlement Class and a hearing, to settle this Action upon the terms and conditions set forth in the Settlement Agreement, which has been filed with the Court as an attachment to the Plaintiffs' Motion For Preliminary Approval of Class Action Settlement and Notice; and

Based upon the Settlement Agreement and all of the files, records, and proceedings herein, it appearing to the Court that upon preliminary examination the Settlement Agreement and Settlement appear fair, reasonable and adequate, and that a hearing should and will be held after notice to the Settlement Class Members<sup>1</sup> to confirm that the Settlement Agreement and Settlement are fair, reasonable, and adequate, and to determine whether a Final Approval Order and Judgment should be entered in this Action based upon the Settlement Agreement.

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<sup>1</sup> Unless otherwise provided herein, all capitalized terms in this Order shall have the same meaning as those terms in the Settlement Agreement.

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement and the Settlement contained therein are preliminarily approved as fair, reasonable, and adequate. Solely for purposes of resolving the litigation, the Court hereby certifies a Settlement Class, defined as:

All persons who resided, owned property, or owned a business in Lawrence, Andover and North Andover ("the Class Area") as of September 13, 2018.

The Settlement Class shall exclude officers and Board of Directors of Columbia Gas, and members of their immediate families, and Columbia Gas' legal representatives, heirs, successors or assigns and any entity in which they have or have had a controlling interest, and including insurers and insurance syndicates whose claims for damages regarding the September 13, 2018 fires and explosions arise out of a right of subrogation, whether equitable, contractual or otherwise.

Physical bodily injury claims and wrongful death claims are not part of the Consolidated Class Action. To the extent someone has a physical bodily injury claim and develops emotional distress, those claims are not part of the class because individuals cannot pursue both litigation and participate in the class settlement.

Individuals who suffer emotional distress, regardless if they develop some physical manifestations as a result of that emotional distress (such as insomnia, loss of appetite, headaches, digestive trouble, etc.), are included in the Settlement Class.

2. For purposes of certifying the Settlement Class for settlement purposes, the Court finds that the requirements of Massachusetts Rule of Civil Procedure 23 are satisfied without reaching the issue of manageability of the claims at trial since there will be no trial. Francely Acosta, Robert McNaughton, Irasema Zapata, Thomas Tulip, Edward Accomando, Yohanny Cespedes, Cavallo Diner & Restaurant, LLC, and Capilla Evangelica Hispana, Inc., shall be the representatives of the Settlement Class for the purposes of implementing the Settlement in accordance with the Settlement Agreement.

John Roddy, Bailey & Glasser LLP, Frank Petosa, Morgan & Morgan, P.A., and Elizabeth Graham, Grant & Eisenhofer, P.A., are appointed as counsel for the Settlement Class ("Class Counsel"). The Parties have agreed to enter this Settlement, but the Court has not been asked to consider and thus does not find any liability or unlawful conduct on the part of the defendants by virtue of this Settlement.

3. The Notice of Class Action Settlement and Summary Publication Notice are approved, in the forms attached hereto as Exhibits A and B, as is the Notice Plan described in the affidavit of Heffler Claims Group LLC (the "Settlement Administrator"). The form of Notice and the Notice Plan are hereby collectively described as "The Notice." The Notice shall be considered to be an order of the Court, and the dates set forth therein shall govern this case and the Settlement Class, unless otherwise modified.

4. Within ten business days after the date of this Order, the Settlement Administrator shall mail the Notice by first class United States mail to the Settlement Class, shall publish the Notice in English in the Lawrence Eagle-Tribune, Andover Townsman and North Andover Citizen, in Spanish in Rumbo, and shall disseminate information about the Settlement as otherwise provided in the Notice Plan. Any Settlement Notices returned to the Settlement Administrator by the Postal Service with a forwarding address shall be re-mailed by the Settlement Administrator within five business days following its receipt of the returned mail. If any Settlement Notice is returned to the Settlement Administrator without a forwarding address, the Settlement Administrator shall undertake reasonable efforts to locate the correct address and shall

promptly re-mail the Settlement Notices to any newly-found addresses.

5. Any member of the Settlement Class who objects to the approval of the proposed Settlement may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Class Members who object to the Settlement must do so in writing, and must include:

- (A) A statement that the objection is to the proposed Columbia Gas Settlement, the formal name of the Action is not required;
- (B) The objector's full name, mailing address, email address, telephone number, and address at which the objector lived on September 13, 2018;
- (C) All grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- (D) The identity of all counsel who represent the objector, if any;
- (E) A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
- (F) The objector's signature (an attorney's signature alone is not sufficient); and
- (G) Identification of any class action settlements objected to by the objector's counsel in the last three years.

6. Objectors must serve their written objections on the Settlement

Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in this Order below. Class Counsel shall file all objections with the Clerk of this Court at least 20 days prior to the Final Approval Hearing. Any Settlement Class Member who does not make his or her objection to the Settlement in the manner provided herein shall be deemed to

have waived any such objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

7. The mailing and publication of the Class Notice as directed in this Order constitutes the best notice practicable under the circumstances and sufficient notice to all members of the Settlement Class.

8. All discovery and other pretrial proceedings in this Action are stayed and all litigation pending in this Court related to the September 13, 2018 natural gas over-pressurization event are stayed until further order of this Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

9. The Final Approval Hearing shall be held on February 27, 2020, at 10:00 A.M. to determine whether the proposed Settlement of this Action is fair, reasonable, and adequate and should or should not be approved. The Parties' respective briefs and supporting papers in support of the proposed Settlement shall be filed on or before February 7, 2020. The Final Hearing described in this paragraph may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. After the Final Hearing, the Court may enter a Settlement Approval Order and Final Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all Class Members.


10. If the proposed Settlement as provided in the Settlement Agreement is not approved by the Court, or for any reason the Parties fail to obtain a Settlement Approval Order and Final Judgment as contemplated in the Settlement Agreement, or the Settlement Agreement is terminated pursuant to its terms, then the Settlement

Agreement and all orders entered in connection therewith shall become null and void and of no further force and effect, and shall not be used or referred to for any purposes whatsoever. In such event, the Settlement Agreement and all negotiations and proceedings relating thereto shall be withdrawn without prejudice as to the rights of any and all parties thereto, who shall be restored to their respective positions as of the date of the execution of the Settlement Agreement.

11. In sum, the dates for performance are as follows:

| Event   | Time for Compliance  |
|---|--|
| Notice and Claim Form mailed to the Settlement Class.   | By <u>October 25</u> , 2019<br>[10 days after the Court grants Preliminary Approval of the proposed Settlement]                |
| Motion for Final Approval of the Settlement and Plan of Allocation, and Class Counsel’s fee and expense request, and petition for incentive awards filed. | By <u>February 7</u> , 2020<br>[20 days before the Final Approval Hearing]   |
| Deadline for Objections.  | By <u>December 10</u> , 2019<br>[60 days after the date of the Preliminary Approval Order]                                     |
| Deadline for Class Members to submit Claims.  | By <u>January 9</u> , 2020<br>[90 days after the Court grants Preliminary Approval Order, or by the deadline set by the Court] |

DATED: October 11, 2019

  
James F. Lang  
Justice of the Superior Court