

STATE OF CONNECTICUT

PUBLIC UTILITIES REGULATORY AUTHORITY

PETITION OF GEORGE	:	DOCKET NO. 12-07-13
JEPSEN, ATTORNEY	:	
GENERAL FOR THE STATE OF	:	
CONNECTICUT, AND THE OFFICE	:	
OF CONSUMER COUNSEL FOR AN	:	
INVESTIGATION INTO THE	:	
MANNER AND OPERATION OF	:	
ENERGY PLUS HOLDINGS, LLC	:	MAY 15, 2014

SETTLEMENT AGREEMENT

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ENERGY PLUS HOLDINGS, LLC : MAY 15, 2014

SETTLEMENT AGREEMENT

WHEREAS, this Settlement Agreement is entered into by and between Energy Plus Holdings, LLC ("Energy Plus" or the "Company"), George Jepsen, Attorney General for the State of Connecticut ("Attorney General"), and Elin Swanson Katz, Consumer Counsel, on behalf of the State of Connecticut, Office of Consumer Counsel ("OCC") (collectively, the "Settling Parties"), in connection with the above-captioned matter pending before the Public Utilities Regulatory Authority ("Authority");

WHEREAS, the Attorney General and the Consumer Counsel filed their Petition for an investigation into the manner and operation of Energy Plus ("Petition"), and the Settling Parties subsequently have engaged in discovery and negotiations concerning the matters addressed in the Petition;

WHEREAS, the Settling Parties have raised competing and disputed claims with regard to the various issues related to the Petition, but wish to resolve those issues on mutually agreeable terms, and without establishing any precedent or principles applicable to any other proceedings; and

WHEREAS, it is the policy of the Authority, consistent with Conn. Gen. Stat. §16-19jj, to encourage the use of settlements to resolve contested cases and proceedings.

NOW THEREFORE, in consideration of the exchange of promises and covenants herein contained, the legal sufficiency of which is hereby acknowledged, the Settling Parties agree, subject to approval by the Authority, as follows:

ARTICLE 1: FINANCIAL CONDITIONS - ADVANCING STATE POLICY GOALS

- 1 Voluntary Donation: Energy Plus shall make a one-time \$4.5 million payment to the State of Connecticut to be used by the Public Utilities Regulatory Authority for the purposes of enhancing consumer education, consumer assistance, and the enforcement of State laws and regulations in Connecticut's electric supplier market. This payment is voluntary and does not constitute restitution, civil penalty or disgorgement. The payment shall be made within thirty (30) days following the Authority's final decision approving this settlement and closing this docket.

ARTICLE 2: RELEASE OF CLAIMS

2. Release of Claims: The Attorney General and the Consumer Counsel, individually and, respectively, on behalf of the State of Connecticut and the OCC, withdraw and release all claims against Energy Plus and its directors, officers, employees, parent companies, affiliates, successors and assigns arising out of or relating to any matter referred to or described in the Petition. Energy Plus will not assert and does release any claims against the State, the Attorney General or the Consumer Counsel arising out of or relating to any matter referred to or described in the Petition. The Attorney General and the Consumer Counsel shall move to withdraw the Petition and request that the Authority close this proceeding. With this voluntary donation, the Attorney General and the Consumer Counsel consider this matter fully and adequately resolved.

ARTICLE 3: AUTHORITY APPROVALS AND OTHER CONDITIONS

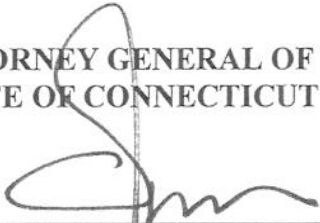
- 3.1 Settlement Approval: The Settling Parties assert that, if the Authority does not approve this Settlement Agreement in its entirety, this filing shall be deemed to be withdrawn, the releases of claims referred to in Article 2 shall be deemed rescinded, and the Settlement Agreement shall not constitute a part of the record in any proceeding or used for any other purpose.
- 3.2 The provisions of this Settlement Agreement are not severable. This Settlement Agreement is conditioned on its full approval by the Authority without additional conditions or requirements.
- 3.3 This Settlement Agreement shall not be deemed in any respect to constitute an admission by any party that any allegation or contention in this proceeding is true or false. Except as specified in this Settlement Agreement to accomplish the State's policy goals intended by this Settlement Agreement, the entry of an order by the Authority approving the Settlement Agreement shall not in any respect constitute a determination by the Authority as to the merits of any other issue raised in this proceeding.
- 3.4 The making of this Settlement Agreement establishes no principles and shall not be deemed to foreclose any party from making any contention in any proceeding

or investigation, except as to those issues and proceedings that are stated in this Settlement Agreement as being specifically resolved and terminated by approval of this Settlement Agreement.

The signatories listed below represent that they are authorized on behalf of their principals to enter into this Settlement Agreement.

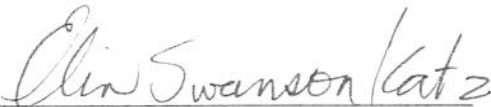
**ATTORNEY GENERAL OF THE
STATE OF CONNECTICUT**

By: _____


George Jepsen
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55 Elm Street
Hartford, CT 06106

**OFFICE OF CONSUMER
COUNSEL**

By: _____


Elin Swanson Katz
Consumer Counsel
Office of Consumer Counsel
Ten Franklin Square
New Britain, CT 06051

ENERGY PLUS HOLDINGS, LLC

By: _____

James Steffes
Energy Plus Holdings, LLC

Dated: May 15, 2014

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STATE OF CONNECTICUT**

By: _____
George Jepsen
Attorney General
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55 Elm Street
Hartford, CT 06106

**OFFICE OF CONSUMER
COUNSEL**

By: Elin Swanson Katz
Elin Swanson Katz
Consumer Counsel
Office of Consumer Counsel
Ten Franklin Square
New Britain, CT 06051

ENERGY PLUS HOLDINGS, LLC

By: James Steffes
James Steffes
Energy Plus Holdings, LLC

Dated: May 15, 2014