

Class Action Settlement Agreement

This Settlement Agreement is entered into by and between Francely Acosta, Robert McNaughton, Irasema Zapata, Thomas Tulip, Edward Accomando, Yohanny Cespedes, Cavallo Diner & Restaurant, LLC, and Capilla Evangelica Hispana, Inc., the class representatives of the Settlement Class as defined herein (collectively “Plaintiffs”), and Defendants Bay State Gas Company d/b/a Columbia Gas of Massachusetts, NiSource, Inc. and NiSource Corporate Services Company (collectively “Columbia Gas”), intending that this class action litigation shall be fully and finally compromised, settled and released, and dismissed with prejudice, as to all Parties to this Settlement Agreement upon the terms and conditions set forth herein.

WHEREAS, between September 18, 2018, and December 19, 2018, the Plaintiffs separately filed a total of 12 lawsuits against Columbia Gas in the Superior Courts of Essex County and Suffolk County, styled as class actions and “mass actions” respectively, on behalf of similarly situated residents, property owners and business owners for claims arising out of the natural gas over-pressurization event that occurred in Lawrence, Andover and North Andover, Massachusetts, on September 13, 2018;

WHEREAS, these actions alleged claims that included negligence, nuisance, strict liability, trespass, negligent infliction of emotional distress, breach of contract, breach of express and implied warranties, and malicious, willful, wanton and reckless conduct or gross negligence, unjust enrichment, violations of Massachusetts General Laws Chapter 93A, and other claims;

WHEREAS, the Plaintiffs' actions sought to recover for (1) loss of use and enjoyment of property; (2) relocation and mitigation of impaired residences; (3) loss of earnings; (4) loss of personal or business property; (5) real property damage; (6) negligent infliction of emotional distress (7) intentional infliction of emotional distress (8) loss of business income; (9) extra operating expenses for businesses; (10) loss of goodwill to businesses; and (11) other claims;

WHEREAS, on January 14, 2019, pursuant to Mass. R. Civ. P. 42, these actions were administratively consolidated in this Aggregate Proceeding, captioned *In Re: Columbia Gas Cases*, with the Lead Case designation under docket number No.1877CV01343G;

WHEREAS, on August 22, 2019, Plaintiffs filed a Consolidated Amended Class Action Complaint encompassing all plaintiffs and claims in the Action;

WHEREAS, the Parties, by and through Court Appointed Co-Lead and Class Counsel, Frank Petosa, Morgan & Morgan, P.A., John Roddy, Bailey & Glasser LLP, Elizabeth Graham, Grant & Eisenhofer, P.A., and Co-Liaison Counsel, Leo Boyle and Brad Henry, Meehan, Boyle, Black & Bogdanow, P.C., and certain members of the Court-Appointed Plaintiffs' Executive Committee, Seth Katz, Burg Simpson Eldredge Hersh & Jardine, P.C., and Robert Jenner, Jenner Law, have engaged in a total of 12 in person mediation sessions on behalf of the Class, before mediators Eric Green, Carmin Reiss and Michael Robertson of Resolutions, LLC in Boston, Massachusetts, and engaged in numerous telephonic settlement discussions independently and with the aid of the Mediators; and

WHEREAS, any actions or payments made pursuant to this Agreement are made solely for purposes of settlement and are not to be construed as any admission of liability or unlawful conduct on the part of Columbia Gas, which denies any such liability or unlawful conduct;

WHEREAS, in order to avoid the expense and burden of further litigation, Plaintiffs and Columbia Gas desire fully and finally to resolve the Action and all claims, other than physical bodily injury, wrongful death, and insurance subrogation as specified herein, that were or could have been asserted based on the allegations in the Complaint;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein, Plaintiffs and Columbia Gas agree to the settlement of the Action, subject to Court approval, to the provisions contained in this Agreement, and that the claims against the Released Parties are fully and finally compromised, settled and released and shall be dismissed with prejudice upon full performance, in accordance with the following terms:

I. Defined Terms

1.01 "Action" means this Aggregate Proceeding, No.1877CV01343. It also includes all filed class actions and mass actions related to the Merrimack Valley September 13, 2018 natural gas over-pressurization event that have been or may be filed, including, but not limited to:

CASE	CASE NUMBER
Class Actions	
Accomando, et al., v. Bay State Gas Company, et al.	1877CV01355
Acosta, et al., v. Bay State Gas Company, et al.	1877CV01343
Cordero, et al., v. Bay State Gas Company, et al.	1877CV01370
Colon, et al., v. Bay State Gas Company, et al.	1877CV01402
Crockett-Thornhill, et al., v. Bay State Gas Company, et al.	1877CV01404
Bengochea, et al., v. Bay State Gas Company, et al.	1877CV01444
Cespedes, et al., v. Bay State Gas Company, et al.	1877CV01848
Mass Actions	
Cerrullo, et al., v. Bay State Gas Company, et al.	1977CV00363
Canty, et al., v. Bay State Gas Company, et al.	1877CV01856
Ferreiras, et al., v. Bay State Gas Company, et al.	1877CV01733

1.02 “Administrative Deposit” means a down payment of \$3,000,000 into an interest-bearing escrow account established by the Settlement Administrator or Class Counsel paid within five business days after the grant of Preliminary Approval by the Court.

1.03 “Administrative Expenses” means the costs incurred in administering this Settlement, including costs of Notice.

1.04 “Agreement,” “Settlement Agreement,” or “Settlement” means this Settlement Agreement.

1.05 “Claim” means a request to participate in the Settlement Fund submitted by a Settlement Class Member to the Settlement Administrator in accordance with the terms of the Settlement Agreement.

1.06 “Class Counsel” or “Plaintiffs’ Co-Lead Counsel” means John Roddy of Bailey & Glasser LLP; Frank Petosa of Morgan & Morgan, P.A. and Elizabeth Graham of Grant & Eisenhofer, P.A.

1.07 “Class Period” means the period from September 13, 2018, to the date of Preliminary Approval.

1.08 “Complaint” means the Consolidated Class Action Complaint filed in the Action on August 22, 2019.

1.09 “Costs” means any litigation costs the Court may authorize to be paid to Class Counsel for the costs and expenses incurred in the Action.

1.10 “Court” means the Massachusetts Superior Court for Essex County.

1.11 “Credit” means the amount of money paid by Columbia Gas via its Existing Process and mediations to resolve claims by residents and businesses between the signing of the term sheet on July 26, 2019, and the date of the Preliminary Approval Order that will be deducted from the final amount owed to the Settlement Class in the Settlement Fund.

1.12 “Defendants” or “Columbia Gas” means Bay State Gas Co. d/b/a Columbia Gas of Massachusetts, NiSource, Inc., and NiSource Corporate Services Company collectively, unless a subset is specifically listed.

1.13 “Defendants’ Counsel” means John F. Rooney III and Robert Treat of Melick & Porter, LLP, and J. Brian Jackson and Diane Flannery of McGuireWoods LLP.

1.14 “DPU Orders” means orders issued pursuant to section 4B of chapter 25 of the General Laws by the Chairman of the Massachusetts Department of Public Utilities related to the Merrimack Valley September 13, 2018 gas incident.

1.15 “Effective Date” means the first business day after all of the following events shall have occurred:

- a) The Court has entered the Preliminary Approval Order.
- b) The Court has entered the Final Approval Order and Judgment approving the Settlement in all respects, dismissing the Action with prejudice.
- c) The time for appeal from the Final Approval Order and Judgment shall have expired without the initiation of an appeal, or, when all objections and any appeals are resolved upholding the Settlement, and which Final Approval Order and Judgment is not subject to further adjudication or appeal.

1.16 “Escrow Account” means the interest bearing bank account established by Plaintiffs’ Co-Lead Counsel and/or Settlement Administrator for purposes of this Settlement Agreement.

1.17 “Existing Process” means the Natural Gas Event Claims Process established by Columbia Gas following the Merrimack Valley September 13, 2018 natural gas over-pressurization event and continuing through Preliminary Approval, whereby residents and businesses may seek recovery of damages related to the incident.

1.18 “Fee Award” means such award of fees as the Court may authorize to be paid to Class Counsel for the services they rendered to the Plaintiffs and the Class in the Action.

1.19 “Final Approval” or “Final Approval Hearing” means a hearing held before the Court to consider the Final Approval of the Settlement, the merits of any objections to this Settlement Agreement and the Settlement, whether and in what

amount any Incentive Award shall be awarded to the Plaintiffs and whether and in what amount any Fee Award should be awarded to Class Counsel.

1.20 “Final Approval Order and Judgment” means an order and judgment issued by the Court finally approving the Settlement and this Agreement as binding upon the Parties and the Settlement Class Members, extinguishing Released Claims against the Released Parties, and dismissing the Action with prejudice. A proposed form of the Final Approval and Judgment, subject to Court approval, is attached as Exhibit B.

1.21 “Incentive Award” means such award as the Court may authorize to be paid to the Named Plaintiffs.

1.22 “Mediators” and “Mediation” shall refer to the claims resolution services provided by Eric Green, Carmen Reiss, and Michael Robertson of Resolutions, LLC.

1.23 “Named Plaintiffs” means Francely Acosta, Robert McNaughton, Irasema Zapata, Thomas Tulip, Edward Accomando, Yohanny Cespedes, Cavallo Diner & Restaurant, LLC, and Capilla Evangelica Hispana, Inc.

1.24 “Net Settlement Fund” means the Settlement Fund less:

- (1) Incentive Awards approved by the Court;
- (2) Attorneys’ fees approved by the Court;
- (3) Plaintiffs’ Counsel’s actual costs and expenses approved by the Court; and
- (4) Notice and Administrative Expenses approved by the Court.

1.25 “Notice” or “Settlement Notice” means a notice to the Settlement Class Members made available in English and Spanish (and additionally in Vietnamese on the Settlement website) describing the Settlement, including its application and effect, the amounts of the Incentive Awards and attorneys’ fees and costs to be sought, and the opportunity of Settlement Class Members to object to the Settlement, substantially in the form attached hereto as Exhibit C or in such other form as may be approved by the Court.

1.26 “Objection Deadline” means the date 60 days following the date on which the Court grants Preliminary Approval of the Settlement.

1.27 “Parties” means Plaintiffs and Columbia Gas.

1.28 “Plaintiffs’ Co-Liaison Counsel” means Leo Boyle and Bradley Henry of Meehan, Boyle, Black & Bogdanow, P.C.

1.29 “Plaintiffs’ Executive Committee” means Robert Jenner of Jenner Law, P.C.; Michael Burg of Burg Simpson Eldredge Hersh & Jardine, P.C.; Nathaniel Orenstein of Berman Tabacco; and Hunter Shkolnik of Napoli Shkolnik.

1.30 “Plaintiffs’ Steering Committee” means Claudine Cloutier of Keches Law Group; Kathy Jo Cook of KJC Law Firm; Albert Farrah, Jr. of Farrah & Farrah; Douglas Sheff of Sheff Law Offices, P.C.; Barry Altman of Altman & Altman; and Danilo Gomez of the Law Offices of Danilo J. Gomez.

1.31 “Preliminary Approval” or “Preliminary Approval Order” means the Court’s order of preliminary approval of this Settlement Agreement and conditionally certifying the Settlement Class for purposes of authorizing distribution of Notice to the

Settlement Class. A proposed form of the Preliminary Approval Order, subject to Court approval, is attached as Exhibit A.

1.32 “Released Claims” means any and all claims, demands, causes of action and liabilities arising from the facts alleged in the Complaint, including all claims against Columbia Gas which are or could have been raised arising out of or related to the September 13, 2018 natural gas over-pressurization event occurring in the Merrimack Valley of Massachusetts, including without limitation, Massachusetts General Laws Chapter 93A, property damage, real property damage, personal property damage (including appliances not subject to DPU Orders), relocation or displacement expenses, transportation, rent, rental income, loss of goodwill, loss of income, lost business revenue, diminution in property value, loss of use and enjoyment of property, and food spoilage. Released Claims also include damages claimed for annoyance, fear, disturbance, mental anguish, mental or emotional distress, post-traumatic stress disorder, insomnia, inconvenience, and all other similar claims unless they are secondary to a physical bodily injury. The following claims are not Released Claims: (1) physical bodily injury and wrongful death; (2) insurance subrogation, whether equitable, contractual or otherwise; and (3) Claims arising out of allegedly defective appliances, their repair and/or their installation, which are the subject of the DPU Orders, will remain the responsibility of the appliance manufacturer and/or the contractors who performed the repairs or installations and are not Released Claims.

1.33 “Released Parties” means Defendants Bay State Gas Company d/b/a Columbia Gas of Massachusetts, NiSource, Inc., NiSource Corporate Services Company

and each and all of their past, present, and future parents, subsidiaries, affiliated companies and corporations, and contractors and each and all of their past, present, and future directors, officers, managers, employees, general partners, limited partners, contractors, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each and all of their executors, successors, assigns, and legal representatives.

1.34 “Settlement” means the terms and conditions set forth in this Agreement.

1.35 “Settlement Administrator” means Heffler Claims Group, LLC.

1.36 “Settlement Award” means the amount that a Settlement Class Member is entitled to receive from the Settlement Fund after deduction of Administrative Expenses, as well as any Fee Award, Costs, and Incentive Award that may be authorized by the Court.

1.37 “Settlement Class” or “Settlement Class Members” means:

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 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.

1.38 “Settlement Fund” means the total of \$143,000,000 to be paid by Columbia Gas pursuant to the terms of this Agreement. The Settlement Fund shall be used to pay: (a) payments to Settlement Class Members; (b) Administrative Expenses; (c) any Incentive Award that the Court may direct be paid to the Named Plaintiffs; and (d) any Fee Award and Costs that the Court may direct be paid to Class Counsel.

II. Court Approval Contingency

2.01 All terms of this Agreement are contingent upon 1) Preliminary Approval of the Settlement by the Court; 2) Final Approval of the Settlement by the Court dismissing all Released Claims with prejudice, including the exhaustion of any appeals; and 3) certification by the Court of the Settlement Class for settlement purposes only.

2.02 The Parties and their counsel agree that, within 14 calendar days of their execution of this Agreement, Plaintiffs will file a motion for Preliminary Approval of Class Action Settlement and a supporting memorandum of law, seeking Preliminary Approval of this proposed Settlement. The Court shall be asked to approve the terms and conditions of the Settlement Agreement, the Notice to the Class, the claim forms, and the procedure for submitting claims, and to schedule a Final Approval Hearing, not earlier than 120 days after Preliminary Approval.

2.03 The motion for Preliminary Approval will also request that the Court schedule such proceedings as may be necessary regarding the request for Preliminary

Approval of the proposed Settlement not less than 14 calendar days after the filing of the Motion. Counsel for the Parties will communicate with the Clerk of the Court and make any further filings necessary to secure the approval of their request.

2.04 The Preliminary Approval Order shall also, among other things, require any objections to the Settlement to be postmarked or submitted by the Objection Deadline of no later than 60 days after the Preliminary Approval Order.

2.05 If the Court preliminarily approves the Settlement, following class Notice as set forth in Section III, Plaintiffs shall submit a motion for Final Approval of the Settlement by the Court. The Motion for Final Approval shall be filed no later than 20 calendar days before the Final Approval Hearing.

2.06 The Parties agree to take all commercially reasonable actions necessary to obtain Preliminary and Final Approval of the Settlement and entry of a Final Order and Judgment dismissing all Released Claims against all Released Parties with prejudice. The Parties agree to offer mutual support to the proposed Settlement in all court proceedings and public communications.

2.07 Columbia Gas stipulates for settlement purposes only to the certification of the Settlement Class but does not waive, and instead expressly reserves, its right to challenge the propriety of conditional or class certification for any other purpose as if this Agreement had not been entered into by the Parties in the event that the Court does not approve the Settlement or the Effective Date does not occur. The Parties agree that, if approved, certification of the Settlement Class is in no way an admission by Columbia Gas that class certification is proper in the Action, or any other litigation against

Columbia Gas. The Parties further agree that, other than to effectuate the Settlement of this Action in this jurisdiction, the certification of the Settlement Class for settlement purposes and all documents related thereto, including this Agreement and all accompanying exhibits and all orders entered by the Court in connection with this Agreement, shall not be construed or asserted as an acknowledgement of liability and shall not be admissible in any judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, against any of the Released Parties.

2.08 The form of class certification order set forth in the Preliminary Approval Order, Final Approval Order, and Judgment or otherwise, shall expressly state that the Parties agree that certification of the Settlement Class is a conditional certification for settlement purposes only. The Settlement is contingent upon court approval and such approval becoming final and non-appealable, either through resolution of all appeals or by the passage of time. Absent final court approval, the Parties will revert to the positions they were in prior to signing this Term Sheet.

2.09 The Parties agree that if the Court does not approve any material term in the motion for Preliminary Approval or Final Approval or requires as a condition to granting the Motion any term that effects a material change in this Agreement, then this Agreement may be voided at either Party's election. The Parties further agree that Columbia Gas being required to pay any amount greater than the amount specified herein shall be deemed a material change. The Parties further agree that any ruling that the Court may make regarding Counsel's motion or petition for a Fee Award or costs or Plaintiffs' motion for any Incentive Award shall not constitute a material change in this

Agreement, unless such award has the effect of increasing the total amount Columbia Gas must pay in as specified in the Agreement.

III. Notice

3.01 The Parties agree to the following procedures regarding notice:

a) Within 14 calendar days after the Parties execute a copy of this Agreement, the Plaintiffs shall file a motion asking the Court to grant Preliminary Approval of the Settlement, approve certification of the Settlement Class, schedule a Final Approval Hearing, and approve the Settlement Notice in the form proposed by Exhibit C. If the Court does not grant the motion, the Parties agree to make reasonable efforts to obtain the Court's certification of the Settlement Class and approval of the Settlement Notice, including by filing additional motions for Preliminary Approval of the Settlement.

b) Within 5 business days after the Court grants Preliminary Approval of the proposed Settlement, Columbia Gas will provide the Settlement Administrator with an electronic list of the names, addresses, and, where available, email addresses of its customers in the Settlement Class; and Plaintiffs will work with the Settlement Administrator to develop an electronic list of the names and addresses of all residents and businesses located in the Class Area as of September 13, 2018 for purposes of Class Notice.

c) Within 10 business days after the Court grants Preliminary Approval of the proposed Settlement, the Settlement Administrator shall send

the Settlement Notice approved by the Court to all Settlement Class Members, via First Class regular U.S. mail, using the most current mailing addresses presently available to Plaintiffs. Any Settlement Notice returned to the Settlement Administrator by the Postal Service with a forwarding address shall be re-mailed within 5 business days following receipt of the returned mail by the Settlement Administrator.

d) Within 10 business days after the Court grants Preliminary Approval of the proposed Settlement, the Settlement Administrator shall establish an Internet website that will inform Settlement Class Members of the terms of this Settlement, their rights, dates and deadlines and related information. The Internet website shall also make the claim forms available for download and provide Settlement Class Members with the ability to complete and submit the claim forms electronically. The Parties shall confer on information posted on the Settlement website.

e) Within 10 business days after the Court grants Preliminary Approval of the proposed Settlement, the Settlement Administrator shall provide Notice by publication as set forth in the Notice plan, described in the affidavit of Jeanne C. Finegan, attached as Exhibit D.

f) The Settlement Administrator is directed to file with the Court and serve upon Class Counsel 25 calendar days before the Final Approval Hearing a declaration confirming the dissemination of the Notice to the Class in accordance with the Court's Preliminary Approval Order.

g) The Settlement Administrator shall provide Settlement Notice in English and Spanish (and additionally in Vietnamese on the Settlement website).

3.02 If any Settlement Notice is returned to the Settlement Administrator without a forwarding address, the Administrator shall conduct reasonable address verification efforts consistent with the customary practices in the settlement administration industry. The Settlement Administrator shall perform a second mailing of the Notice to any Settlement Class Member whose initial Notice was returned and for whom an alternate mailing address was located through address verification. The Settlement Administrator shall also provide Notice through social media in a manner consistent with the customary practices in the settlement administration industry.

3.03 If any person contacts any of the Parties before the Objection Deadline, claiming that he or she should have been sent a Settlement Notice and should be entitled to participate in the Settlement, that person shall be instructed to submit his or her position in writing to Class Counsel and Defendants' Counsel, together with any documents or other evidence in support of such position. Defendants' Counsel shall promptly provide Class Counsel access to any documents or other evidence in the possession of the Defendants with respect to the dispute. The Parties shall then attempt in good faith to resolve the dispute.

IV. Objections to Settlement

4.01 The Notice shall provide Members of the Settlement Class who wish to object to the Settlement with instructions that they must serve any objection on the Settlement Administrator with a written statement objecting to the Settlement. 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 the Notice. Omnibus objections are invalid, objections must be individually made.

4.02 In addition, for an objection to be considered by the Court, the objection must set forth:

- 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 addresses 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.

4.03 Such written objection and all supporting briefs or other materials must be served on the Settlement Administrator no later than 60 days after the date of the Preliminary Approval Order. Class Counsel shall file all such written objections with the Court at least 20 days prior to the Final Approval Hearing. No person shall be

entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) or to object to the Settlement, and no written objections or briefs submitted by any person shall be received or considered by the Court at the Final Approval Hearing, unless such written statement of objections and supporting materials are timely served upon the Settlement Administrator as set forth herein.

Persons who wish to speak at the Final Approval Hearing to object to the Settlement must so state in their written objection, as described above. Persons who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Persons who are not Settlement Class Members may not object to the Settlement.

4.04 In the exercise of their due diligence, Class Counsel and/or Counsel for Columbia Gas may seek expedited discovery from an objecting Class Member regarding the basis for the objection, to allow them to appropriately respond to the objection. Failure by the objecting Class Member to comply with expedited discovery requests may result in the Court striking the Class Member's objection and otherwise denying that Class Member the opportunity to make an objection or be further heard.

4.05 To the extent any Class Member objects to the Settlement, and such objection is overruled in whole or in part, such Class Member will be forever bound by the Final Approval Order and Judgment of the Court.

4.06 Any overruled objection will be treated as a timely-filed claim for lump sum payment.

V. Windup and Oversight of Existing Natural Gas Event Claims Process

5.01 In the interest of obtaining relief for the residents, property owners and businesses of Andover, North Andover, and Lawrence, Columbia Gas shall, in good faith, continue to fully administer and promptly and fairly pay all claims that are submitted under its existing Natural Gas Event Claims Process (“Existing Process”) through the date of Preliminary Approval.

5.02 For claims resolved by Columbia Gas following execution of the Term Sheet between the Parties on July 26, 2019, Columbia Gas shall cooperate with the Mediators in the administration of all pending Released Claims submitted through its Existing Process. For those claims resolved through the Existing Process for \$25,000 or less, Columbia Gas shall not require the Mediators’ prior approval, but shall provide weekly notice of all such resolved claims to the Mediators.

5.03 For those claims resolved through the Existing Process for more than \$25,000, Columbia Gas shall provide the Mediators 5 business days’ notice to review, approve, adjust or request additional information in consideration of the claim.

5.04 Columbia Gas may also elect, with the claimant’s permission, to submit any claim under the Process, regardless of amount, to the Mediators for review, adjustment, approval or declination.

5.05 In all cases, the Mediators shall have the final authority to approve, decline, adjust or otherwise administer any Released Claim submitted under the Existing Process through the date of Preliminary Approval.

5.06 Upon the grant of Preliminary Approval, all pending Released Claims in the Existing Process will be transferred to the Settlement Fund claims process described in this Agreement.

5.07 Columbia Gas shall receive a Credit against the Settlement Fund for all payments made through the Existing Process and any mediations between July 26, 2019 and the date of Preliminary Approval related to the Existing Process.

VI. Settlement Fund

6.01 Columbia Gas agrees to pay \$143,000,000 into a Qualified Settlement Fund, as defined in United States Treasury Regulation 26. C.F.R. § 1.468B-1 in order to fully and finally resolve the Released Claims in their entirety. The Settlement Fund is inclusive of Class Counsel's Fee Award and Costs, Administrative Costs, and Plaintiffs' Incentive Award, if any.

6.02 Neither the Parties nor the Settlement Administrator shall take any position in any filing or before any tax authority that is inconsistent with treating the Settlement Fund as a qualified settlement fund. Columbia Gas shall be the "transferor" and the Settlement Administrator shall be the "administrator" of the Settlement Fund within the meaning of United States Treasury Regulations §§ 1.468B-1(d)(1) and 1.468B-2(k)(3), respectively. As a result, the Settlement Administrator will be responsible for all tax withholding and reporting obligations of any payments made from the Settlement Fund, including any reporting required on IRS Form 1099, if any, for distributions made from the Settlement Fund. The Parties agree to take all necessary and reasonable actions to qualify the Settlement Fund pursuant to the United States Treasury Regulations.

6.03 Class Counsel and/or the Settlement Administrator shall establish an interest bearing account designated as a Qualified Settlement Fund pursuant to the Internal Revenue Code to be held in escrow pending the Effective Date (the “Escrow Account”). Columbia Gas shall have no responsibility or liability relating to the administration, investment, or distribution of the Settlement Fund, which shall be the sole responsibility of Class Counsel and the Settlement Administrator.

6.04 Columbia Gas shall pay the Administrative Deposit of \$3,000,000 into the Escrow Account 5 business days after the grant of Preliminary Approval by the Court. The remaining balance (minus the Credit discussed in paragraph 5.07) shall be paid by Columbia Gas to the Escrow Account 15 business days after entry of a Final Approval Order. The \$143,000,000 is the maximum amount that Columbia Gas will pay for the entire Settlement, including all Credits, costs and fees of any kind. None of the Settlement Fund shall revert to Columbia Gas, unless the Court approval contingency of Section II is not met, in which case the Settlement Fund plus any accrued interest, minus Class Notice and Settlement Administrator costs (in no event to exceed \$3 million), will be refunded to Columbia Gas.

6.05 Once Final Approval is granted and all appeals have been completed or the period for appealing has expired, the Settlement Fund will be non-reversionary and all interest earned shall be applied for the benefit of the Settlement Class.

6.06 All funds specified in this Section shall remain in the Escrow Account pending the disposition of any appeal of any Final Approval Order and Judgment.

6.07 The principal and interest in the Escrow Account (the amount deposited plus interest), minus the cost of Notice and Administrative Expenses, shall be returned to Columbia Gas within 5 business days if a Final Approval Order entered by the Court is set aside by an appellate court, unless otherwise agreed in writing by the Parties. In no event, should the Class Notice and Administrative Expenses exceed \$3,000,000 from the funds returned to Columbia Gas.

6.08 Recipients of any Settlement Award will be responsible for any taxes that may be assessed.

VII. Settlement Claims Process and Distribution of the Settlement Relief

7.01 Common Fund. This is a common fund settlement to be administered on a claims-made basis. In order to be entitled to participate in the Settlement Fund, a Settlement Class Member must submit a valid Claim on or before 90 days following the Preliminary Approval Order or by the deadline established by the Court. Any Settlement Class Member who does not submit a timely, valid Claim shall not be entitled to share in the Settlement Fund, but nonetheless shall be barred and enjoined from asserting any of the Released Claims described herein.

7.02 Claims Process. All Members of the Settlement Class will be entitled to make a Claim against the Settlement Fund. Claim forms will be submitted electronically or by mail and will be administered by the Settlement Administer. Members of the Settlement Class will need to submit the information and/or documentation identified in the claims form. Sample claim forms are attached as part of the Class Notice, Exhibit C.

7.03 Allocation Plan. The Settlement Award each Settlement Class Member receives shall be determined by the Settlement Administrator. The Settlement Award shall be based upon the factors identified by Class Counsel's experts to determine the severity of harm the Settlement Class Member suffered as a result of the September 13, 2018 incident. The Settlement Administrator will also consider previous payments made to Members of the Class pursuant to the Existing Process or mediation in order to avoid duplicate compensation. Disputes regarding the fairness of the compensation shall be resolved first by the Administrator. Continuing disputes shall be resolved through mediation, and if mediation is unsuccessful by the Court. The Court's rulings on such disputes shall be final and unappealable.

7.04 Within 15 business days after the Effective Date, the Settlement Administrator shall distribute the Settlement Fund as follows:

- a) the Settlement Administrator shall issue and mail to each Settlement Class Member a check in the amount determined to be owed to such Class Member, pursuant to the Allocation Plan described above;
- b) the Settlement Administrator shall issue and mail to each Named Plaintiff any Incentive Award approved by the Court; and
- c) the Settlement Administrator shall pay any Fee Award and Costs authorized by the Court by wire transfer to Class Counsel in accordance with Class Counsel's written instructions.

7.05 Any Settlement Class Member's check returned to the Settlement Administrator by the Postal Service with a forwarding address shall be re-mailed by the

Settlement Administrator within 5 business days following its receipt of the returned mail. If any Settlement Class Member's check 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 Class Member's check after verifying its validity.

7.06 Each Settlement Class Member will have 90 calendar days from the date on which the Settlement Awards are issued to cash or deposit his or her settlement check, and each check shall bear a legend stating that the check shall be void after 90 days. If any settlement check is not cashed or deposited in that period of time, that settlement check will become void. Any individual Settlement Award or portions thereof which remain unnegotiated 90 calendar days following the mailing of the Settlement Award shall be deemed unclaimed. In such event, those Settlement Class Members will be deemed to have irrevocably waived any right in or claim to a Settlement Award, but the Settlement Agreement and release of claims contained therein nevertheless will be binding upon them.

7.07 If a Settlement Class Member notifies the Settlement Administrator or Class Counsel that he or she believes that a settlement check has been lost or stolen, the Settlement Administrator shall promptly stop payment on such check. If the settlement check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check, from which the fees associated with the stop payment order will first be deducted. The Class Member will have an additional 45 calendar days to cash or deposit the re-issued check from the date of re-

mailing. If any settlement check is not cashed or deposited in that period of time, that settlement check will be voided.

7.08 If there remains any residual from the Settlement Fund after all payments are made under this Agreement because settlement checks are not cashed or deposited within 90 calendar days after issuance, the residual shall be paid to Settlement Class Members who cashed their checks in a pro-rata distribution if economically feasible, otherwise, Plaintiffs shall apply to have any residual distributed to a *cy pres* fund approved by the Court.

VIII. Attorneys' Fees and Costs

8.01 Class Counsel may petition the Court for a Fee Award and Costs in conjunction with the Parties' Settlement. Any such petition shall be filed no later than 20 calendar days prior to the date of the Final Approval Hearing.

8.02 Any attorneys' fees awarded in conjunction with the Parties' Settlement shall be paid from the Settlement Fund and shall reduce the Settlement Fund payable to Members of the Settlement Class. Class Counsel will seek a reimbursement of costs and expenses, which reimbursement shall be paid if allowed from the Settlement Fund and shall reduce the Settlement Fund payable to Members of the Settlement Class pursuant to this Agreement ("Net Settlement Agreement"). Columbia Gas will not oppose any request by Class Counsel for a Fee Award that, in total, does not exceed 16.5% of the Settlement Fund. Columbia Gas will not oppose any request for reimbursement of Costs that does not exceed 3% of the Settlement Fund.

8.03 The Fees and Costs awarded to Class Counsel will be paid from the Settlement Fund by wire transfer to the account number identified by Class Counsel at the same time as payments hereunder are made to Members of the Settlement Class.

IX. Incentive Award to Named Plaintiffs

9.01 Class Counsel may petition for an Incentive Award to the Named Plaintiffs. Any such petition shall be filed no later than 20 calendar days prior to the date of the Final Approval Hearing. Any Incentive Award granted to Named Plaintiffs shall be paid from the Settlement Fund and shall reduce the Settlement Fund payable to Members of the Settlement Class, and shall be in addition to payments that such Named Plaintiffs shall receive as Members of the Settlement Class.

9.02 Any such Incentive Award granted by the Court shall be distributed by the Settlement Administrator in a separate check mailed contemporaneously with the mailing of checks to the Class and shall be reported to state and federal taxing authorities as non-wage income on IRS Form 1099.

9.03 Columbia Gas will not oppose any request by Counsel for Incentive Awards to the Named Plaintiffs that do not exceed \$ 40,000 in total.

X. Settlement Administrator

10.01 Class Counsel shall retain Heffler Claims Group to serve as Settlement Administrator and perform services including, without limitation, dissemination of Notices to Settlement Class Members, maintain a Settlement website, calculation of payments due, distribution of awards from the Settlement Fund to Settlement Class Members, and tax reporting related to the Settlement.

10.02 The Settlement Administrator shall also provide any necessary information to the Court concerning the administration and processing of claims, and respond to inquiries from Class Counsel, Defendants' Counsel, the Court, and potential Class Members.

10.03 The costs of administering the Settlement, including the fees and costs paid to the Settlement Administrator, shall be paid from the Settlement Fund.

XI. Releases by Settlement Class

11.01 Upon the Effective Date, by operation of the entry of the Final Approval Order and Judgment, Plaintiffs and all Members of the Settlement Class shall be deemed to fully, forever and irrevocably release, remise, and discharge the Released Parties from any and all Released Claims as described in Paragraph 1.32, and shall be enjoined from continuing, instituting, or prosecuting any legal proceeding against the Released Parties relating in any way to the Released Claims.

11.02 The Released Claims also include a release of all claims for attorneys' fees and costs incurred by Settlement Class Members or by Class Counsel in connection with the Action and the Settlement of the Action.

11.03 Settlement Class Members understand and agree that this release is a full and final release applying to both those Released Claims that are currently known, anticipated, or disclosed and to all those Released Claims that are presently unknown, unanticipated, or undisclosed to any and all Settlement Class Members arising out of the alleged facts, circumstances, and occurrences underlying: (i) the claims set forth in the Action; or (ii) the Released Parties' conduct with respect to the Action.

XII. Dismissal of Action

12.01 The Final Approval Order shall provide that upon the Effective Date, the Action shall be dismissed with prejudice and without costs, with the Court retaining jurisdiction over the case for purposes of ensuring compliance with the terms of this Settlement Agreement and any order of the Court issued in connection therewith.

XIII. Miscellaneous Provisions

13.01 Complete Agreement. Other than as stated herein, the Parties warrant that no representation, promise, or inducement has been offered or made to induce any Party to enter into this Agreement and that they are competent to execute this Agreement and accept full responsibility therefore. This Agreement contains and constitutes the entire understanding and agreement between the Parties and supersedes all previous oral and written negotiations, agreements, commitments, and writings in connection therewith. This Agreement may not be amended or modified except by a writing signed by authorized representatives of all Parties.

13.02 Arbitration. The Parties agree to meet and confer in good faith to resolve any disagreements over the implementation of the terms of this Agreement or any other documents necessary to effectuate the Settlement. If the meet and confer is not successful, the Parties agree to binding, non-appealable arbitration before Mediator Eric Green to resolve any disagreements over the implementation of the terms of this Agreement or any other documents necessary to effectuate the Settlement. If ordered by Mr. Green, the prevailing Party in any such dispute will be awarded the costs of the arbitration and its attorneys' fees.

13.03 Knowing and Voluntary Agreement. Each Party agrees that he, she or it is entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance. Each party further affirms that he, she or it has not been coerced, threatened, or intimidated into signing this Agreement; that he, she or it has been advised to consult with an attorney; and that he, she or it in fact has consulted with an attorney before signing this Agreement. Class Counsel represent that they have conducted a thorough investigation into the facts of the Action and have diligently pursued an investigation of the claims asserted on behalf of Members of the Settlement Class against Columbia Gas. Based on their own independent investigation, analysis of information provided by Columbia Gas including documents, interviews, and the extensive mediation which led to this Settlement, Class Counsel state that they are of the opinion that the Settlement with Columbia Gas is fair, reasonable, and adequate, and is in the best interest of the Members of the Settlement Class, in light of all known facts and circumstances, including the risks of significant delay and defenses asserted by Columbia Gas. Class Counsel found that no material adverse change existed upon their investigation of the Existing Claims asserted on behalf of Members of the Settlement Class.

13.04 Notices. Any notices issued pursuant to the terms of this Agreement shall be sent to the Parties at the addresses of their respective counsel as follows:

Plaintiffs	Columbia Gas
Bailey & Glasser LLP John Roddy 99 High Street, Suite 304 Boston, MA 02110	Melick & Porter, LLP John F. Rooney III One Liberty Square Boston, MA 02109

13.05 Severability. If any part of this Agreement is found to be illegal, invalid, inoperative or unenforceable in law or equity, such finding shall not affect the validity of any other provisions of this Agreement, which shall be construed, reformed and enforced to affect the purposes thereof to the fullest extent permitted by law. If one or more of the provisions contained in the Agreement shall for any reason be held to be excessively broad in scope, subject matter or otherwise, so as to be unenforceable at law, the Parties agree that such provision(s) shall be construed to be limited or reduced so as to be enforceable to the maximum extent under the applicable law.

13.06 Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, issue, next-of-kin, executors, administrators, successors, and assigns.

13.07 Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to the Parties.

13.08 Headings. The headings used in this Agreement are for convenient reference only, and do not alter or limit the terms of each Section.

13.09 Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by all Parties and their counsel.

13.10 Authorization to Enter into Settlement Agreement. Counsel for Plaintiffs and Columbia Gas are expressly authorized by the Parties whom they represent to enter into this Agreement and to take all appropriate action required or permitted to be taken by such parties to effectuate its terms, and to execute any other documents required to carry out the terms of this Agreement.

13.11 Governing Law. All terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the Commonwealth of Massachusetts without regard to its principles of conflict of laws.

13.12 Jurisdiction of the Court. Any dispute regarding the interpretation or validity of or otherwise arising out of this Agreement, or relating to the Action or the Released Claims, including any disputes regarding fees, costs and/or expenses amongst counsel, shall be subject to the exclusive jurisdiction of the Court and shall be decided pursuant to the laws of the Commonwealth of Massachusetts. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Plaintiffs and Columbia Gas and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

13.13 Invalidity of Any Provision. The Plaintiffs and Columbia Gas request that before declaring any provision of this Agreement invalid, the Court shall first attempt

to construe all provisions valid to the fullest extent possible consistent with applicable precedents.

13.14 Waiver of Right to Object. By signing this Agreement, Named Plaintiffs, and their counsel, and Columbia Gas and its counsel, agree to be bound by the terms herein and further agree not to object to any of the terms of this Agreement. Any such objection shall therefore be void and of no force or effect.

13.15 Public Communications. Plaintiffs' counsel (including their firms and any representative on their behalf) agree that they will not make any statements which disparage Columbia Gas's conduct, character or business reputation. Facts in the public domain shall not be considered disparaging.

13.16 Continuing Stay Pending Settlement Approval. The Parties agree to stay the Action pending Final Settlement Approval and dismissal. Plaintiffs agree not to oppose any motion by Columbia Gas to stay non-class proceedings pending the grant of Preliminary Approval so the Parties can evaluate whether any plaintiffs are Settlement Class Members.

IN WITNESS WHEREOF, the Plaintiffs and Columbia Gas and their counsel have executed this Agreement as of the date first set forth below.

Plaintiff: _____ **Date:** _____

Plaintiff: *Jessely Acevedo* **Date:** 09/24/2019

Plaintiff: _____ **Date:** _____

Plaintiff: _____ **Date:** _____

Plaintiff: _____ **Date:** _____

Plaintiff: _____ **Date:** _____

Plaintiff: _____ **Date:** _____

Plaintiff: _____ **Date:** _____

IN WITNESS WHEREOF, the Plaintiffs and Columbia Gas and their counsel have executed this Agreement as of the date first set forth below.

Plaintiff: Robert C. McLaughlin Date: 9/24/2019

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

IN WITNESS WHEREOF, the Plaintiffs and Columbia Gas and their counsel have executed this Agreement as of the date first set forth below.

Plaintiff: Luis Cordero Date: 9/24/19

Plaintiff: J. C. [Signature] Date: 9/24/19

Plaintiff: [Signature] Date: 9/24/19

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

IN WITNESS WHEREOF, the Plaintiffs and Columbia Gas and their counsel have executed this Agreement as of the date first set forth below.

Plaintiff: Irasema Zepeta Date: 9-25-19

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

IN WITNESS WHEREOF, the Plaintiffs and Columbia Gas and their counsel have executed this Agreement as of the date first set forth below.

Plaintiff: Edward A. Accomando Date: 9/25/2019

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____

Plaintiff: _____ Date: _____


Plaintiff: _____ Date: _____

Defendants: NiSource, Inc., Bay State Gas Company d/b/a Columbia Gas of
Massachusetts, and NiSource Corporate Services Company

Date: 9/25/2019

By: Carrie J. Hightman

Title: Executive Vice President and Chief Legal Officer

Signed:  _____