

**A COURT ORDERED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

KRISTYN PLUMMER, on behalf of herself and all others similarly situated,	)	
	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 1:17-cv-02177-WTL-MPB
	)	
NICOR ENERGY SERVICES COMPANY,	)	
	)	
Defendant.	)	
	)	
DONALD PYLES, SUSAN SCHROEDER, on behalf of themselves and all others similarly situated,	)	
	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 1:18-cv-02840-WTL-MPB
	)	
NICOR ENERGY SERVICES COMPANY,	)	
	)	
Defendant.	)	
	)	

**NOTICE OF CLASS ACTION SETTLEMENT**

Kristyn Plummer, Donald Pyles, and Susan Schroeder (“Named Plaintiffs”) have sued Nicor Energy Services Company (“Defendant”), asserting statutory and common law claims in connection with the sale and marketing of its repair and maintenance plans.

The Defendant denies all of these claims and contends that it acted lawfully and that it did not violate any applicable laws. The Court has not yet ruled in favor of either side. Nevertheless, the parties have reached a settlement that affects your legal rights.

A settlement has been proposed on behalf of all persons who paid a charge for services provided by the Defendant on their Vectren Energy Delivery (“Vectren”) utility bills from June 1, 2011, through October 10, 2018 (for persons residing in Indiana) or from January 1, 2012, through October 10, 2018 (for persons residing in Ohio).

Your legal rights will be affected by the settlement of this lawsuit. Please read this notice carefully. It explains the lawsuit, the settlement, and your legal rights, including excluding yourself from the settlement, or objecting to the settlement.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>IF YOU DO NOTHING</b>	If the Court approves the Settlement and you are a member of the Settlement Class, you will participate in the settlement of the Actions described in this notice.
<b>IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	You can exclude yourself from the settlement completely (“opt out”). You can opt out of the settlement altogether by submitting an Opt-Out Form, following the instructions in Question #9, below. You must submit the Opt-Out Form by November 19, 2018. You will not receive the benefits of the settlement. You will not have any right to object, but you will not be bound by the terms of the settlement. You will also have the right to sue the Defendant relating to the matters alleged in the Actions (defined below).

## **1. WHY DID I RECEIVE THIS NOTICE?**

A Court authorized the notice because you have a right to know about a proposed settlement of these class action lawsuits and all of your options before the Court decides whether to give final approval to the settlement. This notice explains your legal rights. The cases are pending in the United States District Court for the Southern District of Indiana and are known as *Plummer v. Nicor Energy Services Company*, No. 1:17-cv-02177-WTL-MPB and *Pyles et al. v. Nicor Energy Services Company*, No. 1:18-cv-02840-WTL-MPB. Together these cases are referred to as “the Actions” in this notice.

## **2. WHAT IS THIS LAWSUIT ABOUT?**

The Named Plaintiffs enrolled in service plans offered by the Defendant, Pivotal Home Solutions Co. f/k/a Nicor Energy Services Company. The Named Plaintiffs claim that the Defendant is liable to Settlement Class Members under statutory and common law claims and that the Defendant was unjustly enriched in connection with its sale and marketing of Pivotal Home Solutions plans to customers in Indiana and Ohio.

The Defendant denies all claims and allegations of wrongdoing asserted in the Actions and contends that it acted lawfully and that it did not violate any applicable law. Notwithstanding the denial of liability and alleged unlawful conduct, the Defendant has decided it is in its best interest to settle the Actions to avoid the burden, expense, risk, and uncertainty of continuing the litigation.

## **3. HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?**

You are affected by the settlement because the Defendant’s records indicate that you paid a charge that appeared on your Vectren utility bill for services provided by the Defendant between June 1, 2011, and October 10, 2018 (if you are an Indiana resident), or between January 1, 2012, and October 10, 2018 (if you are an Ohio resident).

If you fall within the Settlement Class definition, you will be a Settlement Class Member unless you exclude yourself.

## **4. WHAT DOES THE SETTLEMENT PROVIDE?**

If the Court approves the Settlement and you are a Settlement Class Member, you will receive a cash payment for an amount proportionate to the amount you paid the Defendant.

## **5. HOW DO I OBTAIN THE SETTLEMENT BENEFITS?**

You do not need to submit a proof of claim form to obtain the settlement benefits.

## **6. WHEN WILL I RECEIVE THE SETTLEMENT BENEFITS?**

Settlement benefits will be received after the settlement is finally approved by the Court and all appeals and other reviews have been exhausted.

## **7. WHAT HAPPENS IF I DO NOTHING?**

If you do nothing, you remain in the Settlement Class as applicable and will be bound by all of the terms of the settlement, including the release provisions of the settlement, which prevent you from bringing a claim against the Defendant with respect to the matters alleged in the Actions. If you are a member of the Settlement Class, you do not need to submit a proof of claim form to obtain the settlement benefits.

## **8. WHAT AM I GIVING UP TO GET A BENEFIT OR STAY IN THE SETTLEMENT CLASS?**

Unless you exclude yourself, you are staying in the Settlement Class, which means that you cannot bring a legal action against the Defendant (or the other Released Parties) asserting the legal claims that were raised in the Actions or any legal claims that could have been brought in the Actions. It also means that all of the Court’s orders will apply to you and legally bind you. If you do not exclude yourself from the Settlement Class, you will agree to a “Release of Claims,” stated below, which describes exactly the legal claims that you give up if you get settlement benefits.

The Release contained in the Settlement Agreement states:

Each Class Member releases the Released Claims against Defendant and any former, current, and future parents, subsidiaries, affiliates, officers, directors, employees, agents or attorneys of Defendant, including (but not limited to) (i) American Water Enterprises and any former, current, and future subsidiaries, affiliates, officers, directors, employees, agents or attorneys of American Water Enterprises, (ii) The Southern Company and any former, current, and future subsidiaries, affiliates, officers, directors, employees, agents or attorneys of The Southern Company, and (iii) Vectren Corporation and any former, current, and future subsidiaries, affiliates, officers, directors, employees, agents or attorneys of Vectren Corporation (collectively, the “Released Parties”).

The “Released Claims” are as follows:

All claims of any kind or nature that have been or could have been asserted in the Actions by the Named Plaintiffs based on the allegations in the respective Class Action Complaints.

**9. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?**

If you do not want a benefit from this settlement, but you want to maintain all of your rights to sue or continue to sue the Defendant about the legal issues in these Actions, you must take steps to exclude yourself from the Settlement Class. Excluding yourself from the Settlement Class is also referred to as “opting out.” Opting out does not guarantee that your own lawsuit will be successful and you would have to retain your own attorney or proceed without an attorney.

To completely exclude yourself from the settlement, you must mail to the settlement Administrator, at *Pyles v. Nicor Energy Services* Settlement Administrator, P.O. Box 404092, Louisville, KY 40233-4092 a completed Opt-Out Form, which can be found on the Settlement website [www.OhioIndianaServicesSettlement.com](http://www.OhioIndianaServicesSettlement.com), that is postmarked no later than November 19, 2018.

REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED ON OR BEFORE NOVEMBER 19, 2018 WILL NOT BE HONORED.

You cannot exclude yourself by phone or by email. You also cannot exclude yourself by mailing a request to any other location or after the deadline.

If you exclude yourself, you should promptly consult your own attorney about your rights, as the time to file an individual lawsuit is limited.

**10. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANT FOR THE SAME THING LATER?**

No. Unless you exclude yourself, you will give up the right to sue the Defendant as described above. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You may need to exclude yourself from these Actions in order to continue your own lawsuit. Remember, November 19, 2018 is the deadline by which your Opt-Out Form must be postmarked.

You have the right to have the attorney of your choosing (but at your own expense) advise you whether you should submit an Opt-Out Form.

**11. DO I HAVE A LAWYER IN THIS CASE?**

The Named Plaintiffs retained Cohen & Malad, LLP and Branstetter, Stranch & Jennings, PLLC to represent them. In connection with the preliminary approval of the settlement, the Court appointed these attorneys to represent you and other Settlement Class Members. Together, the lawyers are called Class Counsel. You will not be separately charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

**12. HOW WILL THE LAWYERS BE PAID?**

The costs of this notice to you, the costs of administering the settlement, and any separate payment to the Named Plaintiffs will be paid from the Settlement Fund. Class Counsel will also ask the Court for an award of attorneys’ fees of no more than 1/3 of the total then-remaining Settlement Fund. Any attorneys’ fees will be paid from the Settlement Fund and must be approved by the Court.

**13. ARE THE CLASS REPRESENTATIVES ENTITLED TO A SEPARATE PAYMENT?**

The Named Plaintiffs will ask the Court to approve a payment of an additional amount not to exceed \$2,500 for each of the three Named Plaintiffs as a service award for their efforts and time expended in prosecuting the Actions. The Court may ultimately award less than this amount.

**14. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?**

As a member of the Settlement Class, you may object to the settlement if you think any part of the settlement is not fair, reasonable, and/or adequate. You can and should explain the detailed reasons why you think the Court should not approve the settlement, if this is the case. The Court and Class Counsel will consider your views carefully. To object, you must file with the Clerk of the Court written objections postmarked no later than November 19, 2018, and the objection must: (i) contain your full name and address; (ii) contain the titles of the Actions: *Plummer v. Nicor Energy Services Company*, No. 1:17-cv-02177-WTL-MPB, *Pyles et al. v. Nicor Energy Services Company*, No. 1:18-cv-02840-WTL-MPB; (iii) state the reasons for your objection; (iv) be accompanied by any evidence, briefs, motions, or other materials you intend to offer in support of the objection; (v) be signed by you; and (vi) be sent by U.S. mail, first class and postage prepaid, with a postmark no later than November 19, 2018 to: U.S. District Court Clerk’s Office, Room 105, 46 East Ohio Street, Indianapolis, IN 46204.

**15. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?**

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you remain in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object to this settlement because the case no longer affects you.

The Court will hold a hearing to decide whether to approve the settlement. You may attend, and you may ask to speak, but you do not have to.

**16. WHEN AND WHERE WILL THE COURT DECIDE TO APPROVE THE SETTLEMENT?**

The Court will hold a Final Approval Hearing on December 4, 2018 at the Birch Bayh Federal Building & U.S. Courthouse, 46 East Ohio Street, Indianapolis, IN 46204. You may attend, and you may ask to speak, but you do not have to. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have submitted timely requests to speak at the hearing. The Court may also decide the amount that Class Counsel and the Named Plaintiffs will be paid. After the hearing, the Court will decide whether to finally approve the settlement.

**17. DO I HAVE TO COME TO THE HEARING?**

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**18. MAY I SPEAK AT THE HEARING?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in the *Plummer v. Nicor Energy Services Company* and *Pyles et al. v. Nicor Energy Services Company* cases.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be sent to the Clerk of the Court at the address previously provided above and must be received by the Clerk of the Court by November 19, 2018. You cannot speak at the hearing if you have excluded yourself.

**GETTING MORE INFORMATION**

**19. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?**

This notice summarizes the proposed settlement. More details can be found on the settlement website at [www.OhioIndianaServicesSettlement.com](http://www.OhioIndianaServicesSettlement.com) which includes the Complaint, Settlement Agreement, and other important settlement documents.

**20. HOW DO I GET MORE INFORMATION?**

You can visit the website at [www.OhioIndianaServicesSettlement.com](http://www.OhioIndianaServicesSettlement.com). If you have questions about the case, you can call toll-free (855) 256-1993, or write to the Class Counsel, Lynn Toops, Cohen & Malad, LLP, One Indiana Square, Suite 1400, Indianapolis, IN 46204.

If you have questions about your Pivotal Home Solutions service plans unrelated to the Actions or the settlement, call (800) 536-6140.

**PLEASE DO NOT CALL THE COURT, THE CLERK, THE DEFENDANT,  
OR THE DEFENDANT’S COUNSEL REGARDING THIS SETTLEMENT.**