

At a Special Term of the Supreme Court, held
in and for the County of Monroe, at 99
Exchange Boulevard, Rochester, New York
14614 on September __, 2025.

PRESENT: **HON. DANIEL J. DOYLE**
Justice Presiding

SUPREME COURT
STATE OF NEW YORK COUNTY OF MONROE

TOWN OF BRIGHTON, on its own behalf and on behalf of
eligible and participating customers, JOULE ASSETS INC.,
and WILLIAM W. MOEHLE, RAYMOND J. TIERNEY, III,
GEORGE L. SMITH, and GAIL M. SEIGEL, Ph.D., on
behalf of themselves and all other residents of the Town of
Brighton, New York, similarly situated,

Index No. E2022010511

Plaintiffs,

**ORDER GRANTING
FINAL APPROVAL
OF A CLASS ACTION
SETTLEMENT**

-vs-

ICON ENERGY LLC d/b/a SOURCE POWER
COMPANY,

Defendant.

WHEREAS, Plaintiffs Town of Brighton (the “Town”), Joule Assets Inc. (“Joule”),
William W. Moehle, Raymond J. Tierney III, George L. Smith, and Gail M. Seigel, Ph.D.
(collectively, “Plaintiffs”) and Defendant Icon Energy LLC d/b/a Source Power (“Defendant”)
entered into a settlement agreement proposing a class-wide resolution of this action (NYSCEF
Doc. No. 150, the “Settlement Agreement”);¹ and

WHEREAS, the Court’s Order granting preliminary approval of the Settlement
Agreement, conditionally certifying the class, appointing class counsel, and approving the Notice

¹ Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed in the Settlement Agreement.

procedures set forth in and appended to the Settlement Agreement (NYSCEF Doc. No. 151, the “Preliminary Approval Order”) was entered on March 19, 2025 (NYSCEF Doc. No. 152); and

WHEREAS, the Preliminary Approval Order established a settlement procedure to be followed to obtain final approval of the Settlement Agreement (NYSCEF Doc. No. 151 ¶ 8).

NOW, THEREFORE, upon review of the Settlement Agreement, the Preliminary Approval Order, the August 14, 2025 letter request with exhibits filed by Plaintiffs, and the procedural and substantive proceedings in this action to date, and upon conducting the Final Approval Hearing on September 8, 2025:

1. The Court hereby fully and finally approves the Settlement Agreement, and finds that the Settlement Agreement is in all respects fair, reasonable and adequate. The Plaintiffs, Defendant, and Settlement Administrator are hereby authorized and directed to comply with and to consummate the Settlement Agreement in accordance with its terms and provisions. The Settlement Agreement (NYSCEF Doc. No. 150) is incorporated herein by reference.

2. The Court hereby determines the Notice to Settlement Class Members (“Notice”) has been given to the Class Members pursuant to and in the manner directed by the Preliminary Approval Order and the Settlement Agreement, proof of dissemination of the Notice has been filed with the Court, and a full opportunity to be heard has been offered to all parties in this action, the Settlement Class, and all other persons in interest. The form and matter of the Notice is determined to have been in full compliance with each of the requirements of CPLR § 904, due process, and all other applicable laws and rules.

3. The Court hereby finds, pursuant to CPLR § 901 and for the purposes of settlement only, as follows:

- a. The Settlement Class (as defined below) is so numerous that joinder of all members is impracticable; there are questions of law and fact common to the

Settlement Class; Plaintiffs' claims are typical of the claims of the Settlement Class; and Plaintiffs have fairly and adequately protected the interests of the Settlement Class.

- b. The requirements of CPLR § 904 have been satisfied.
 - c. The requirements of the Supreme Court of New York and due process have been satisfied in connection with the Notice.
 - d. This action is hereby finally certified (for purposes of settlement only) as an opt-out class action pursuant to CPLR §§ 901 and 902, on behalf of the Settlement Class consisting of all consumers who, by virtue of not opting out, were enrolled in the CCA Program between January 1, 2021 and December 31, 2022, and who were allegedly injured as a result of Defendant's alleged failure to comply with obligations to provide renewable energy and/or fixed-rate prices to CCA Program participants, including, without limitation, those obligations imposed by the October 7, 2020 Electricity Supply Agreement.
 - e. The Plaintiffs are hereby certified as the Class Representatives and Plaintiff's counsel, Mancuso Brightman PLLC, is hereby certified as Class Counsel.
4. Upon performance of the remaining obligations set forth in the Settlement Agreement, the Plaintiffs, Defendant, and Settlement Class Members shall release and/or be released as is more fully set forth in the Settlement Agreement, and be fully bound by the terms thereof.
5. The Court hereby orders the following procedures be followed in accordance with the Settlement Agreement:
- a. Within twenty-one (21) days after entry of this Final Order, Defendant will pay to Plaintiffs the Settlement Amount (as defined in the Settlement Agreement) in accordance with the terms of Section 3 of the Settlement Agreement;
 - b. Within thirty (30) days of receipt of the Settlement Amount, Class Counsel will distribute the Settlement Amount to Plaintiffs and the Settlement Administrator in accordance with the allocations set forth in Section 3 of the Settlement Agreement and any agreement(s) with the respective Plaintiffs;
 - c. The Settlement Administrator shall distribute the payments to the Settlement Class Members in accordance with the terms of Section 7 of the Settlement Agreement.
 - d. Within two hundred sixty (260) days after the Effective Date (as defined in Section 7(c) of the Settlement Agreement), the Settlement Administrator shall

prepare and remit to Class Counsel a declaration setting forth the information set forth in Section 9(f) of the Settlement Agreement;

- e. Within two hundred eighty (280) days after the Effective Date, Class Counsel shall submit to the Court the Final Report as defined in Section 8 of the Settlement Agreement;
- f. Thirty (30) days after the Final Report is submitted, the total amount of uncashed checks and amounts held by the Settlement Administrator at the time of the Final Report shall be paid by the Settlement Administrator to the Town in accordance with the terms of Section 10 of the Settlement Agreement.

6. Plaintiffs, Defendant, and all Settlement Class Members are bound by this Final Order, but nothing in this Order shall be interpreted to limit any rights, claims, causes of action, or demands of any person who is not a party or Settlement Class Member.

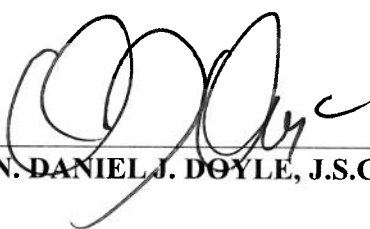
7. Except as otherwise provided in the Preliminary Approval Order and this Order, the Parties shall abide by the terms of the Settlement Agreement.

8. The above-captioned action is finally dismissed with prejudice.

9. Without affecting the finality of this Final Order in any way, the Court reserves jurisdiction over all matters relating to the administration and consummation of the Settlement Agreement.

SO ORDERED

Dated: September 8 2025


HON. DANIEL J. DOYLE, J.S.C.

ENTERED: