

EXHIBIT 2

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,

vs

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

Defendant.

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (the “Agreement”), is made as of the 22 day of January, 2025 (the “Effective Date”), by and between (i) TOWN OF BRIGHTON (the “Town”), (ii) JOULE ASSETS INC. (“Joule”), (iii) WILLIAM W. MOEHLE, RAYMOND J. TIERNEY, III, GEORGE L. SMITH, and GAIL M. SEIGEL, Ph.D., on behalf of themselves and other residents of the Town of Brighton, New York, similarly situated (collectively, “Class Plaintiffs”, together with the Town and Joule, collectively, “Plaintiffs”), and (iv) ICON ENERGY LLC d/b/a SOURCE POWER COMPANY (“Defendant”) (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, starting in 2022, certain disputes arose between the Parties relating to an Electricity Supply Agreement, dated October 7, 2020, stemming from New York’s Community Choice Aggregation Program (“CCA Program”), through which local municipalities can fulfill their sustainability goals and offer their residents clean-energy alternatives, including allegations that, among other things, Defendant (i) failed to purchase and retire certain renewable energy certificates, (ii) failed to provide renewable electricity, (iii) failed to pay the administrator fee, (iv) improperly retired financial hedges while failing to perform contractual obligations, and (v) engaged in deceptive and/or unfair trade practices (collectively, along with any and all related claims and any and all related or unrelated claims that one or more Plaintiffs may have against Defendant, the “Dispute”); and

WHEREAS, on August 24, 2023, Plaintiffs filed in Supreme Court for the State of New York, County of Monroe (the “Court”), an Amended Complaint against Defendant (the “Complaint”) asserting claims for breach of contract, unjust enrichment, declaratory judgment,

and deceptive practices, and seeking declaratory and monetary relief, in the matter entitled *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. v Icon Energy LLC d/b/a Source Power Company* (N.Y. Sup. Ct., Monroe Cty.), Index No.: E2022010511 (the “Litigation”); and

WHEREAS, Defendant answered the Complaint on March 22, 2024 denying the material allegations of the Complaint, raising numerous affirmative defenses, and asserting indemnification, contribution for damages, and equitable counterclaims against certain plaintiffs, seeking monetary and declaratory judgment relief (the “Counterclaims”); and

WHEREAS, each Party denies any and all wrongdoing alleged or otherwise asserted in the Litigation, and/or as it concerns the Dispute or the Counterclaims; and

WHEREAS, the Parties have reached certain agreements and understandings regarding the Dispute, Litigation, and Counterclaims and desire to settle all claims related thereto without the necessity of additional litigation; and

WHEREAS, the Parties intend this Agreement to bind Plaintiffs, Defendant, and 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 failing 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 (the “Settlement Class”); and each of the members of the Settlement Class, the “Settlement Class Members”).

NOW, THEREFORE, in consideration of these promises, and the mutual promises set forth in this Agreement, and for other good and valuable consideration, the adequacy, receipt, and sufficiency of which is hereby acknowledged, and with the intention to be legally bound, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. **Recitals**. The foregoing Recitals are incorporated into this Agreement by reference and made part hereof.
2. **Class Action Settlement**. Plaintiffs shall withdraw their pending motion for class certification (NYSCEF Doc. No. 99) without prejudice, and will make a new application to the Court to propose and recommend that the Court certify the Settlement Class, as defined above, for settlement purposes only. Defendant agrees solely for purposes of the settlement provided for in this Agreement, and the implementation of such settlement, that this case shall proceed as a class action; provided, however, that if a final Order and Judgment approving this Agreement (the “Final Approval Order”) is not issued by the Court, then Defendant shall retain all rights to object to maintaining this case as a class action. The Parties shall not reference this Agreement in support of any subsequent motion relating to certification of a liability class.

3. **Settlement Consideration.** Within twenty-one (21) days after entry of the Final Approval Order, Defendant will pay to Plaintiffs the sum of one million three hundred seventy-five thousand and 00/100 U.S. dollars (\$1,375,000.00) (the “Settlement Amount”) in accordance with the following provisions:

- a. The Settlement Amount shall be paid in the form of a certified check made payable to “Mancuso Brightman PLLC” and delivered to Mancuso Brightman PLLC at the address provided in the notice provision herein.
- b. Subject to the terms and conditions of this Agreement, the Settlement Amount will be allocated as follows: (i) \$319,000.00 to the Town; (ii) \$56,000.00 to Joule; and (iii) \$1,000,000.00 to the Settlement Class Members (the “Class Settlement Amount”). Within thirty (30) days of receipt of the Settlement Amount, Plaintiffs’ Counsel shall forward to Continental Datalogix (the “Class Administrator”) the Class Settlement Amount, which shall be used to pay Settlement Class Members their respective payments. Defendant shall not be responsible for any other payments under this Agreement.

4. **Preliminary Settlement Approval.** Plaintiffs’ Counsel shall use reasonable efforts to file promptly a motion seeking an Order (the “Preliminary Approval/Notice Order”) providing for: (a) preliminary approval of this Agreement; (b) provisional certification of the Settlement Class for settlement purposes, (c) appointment of the Class Plaintiffs as Settlement Class Representatives; (d) appointment of Mancuso Brightman PLLC as counsel for the Settlement Class; (e) the requirement that the Notice to Class Members be given as provided in paragraph 5 below (or as otherwise determined by the Court); and (f) a schedule for a hearing on the Final Approval Order at a time and date mutually convenient for the Court and Counsel for the Parties, at which time the Court will determine whether to finally approve the settlement.

5. **Notice to the Settlement Class.**

- a. The Settlement Administrator shall send the Notice to Class Members as specified by the Court in the Preliminary Approval/Notice Order.
- b. The Settlement Administrator shall mail the Notice to Class Members by First Class United States Mail to the mailing address for each Settlement Class Member. Joule shall provide the Settlement Administrator with last known mailing addresses for these Class Members. If a mailed Notice is returned with forwarding address information, the Settlement Administrator shall re-mail the Notice to the forwarding address. For all mailed Notices that are returned as undeliverable and for which an alternate address cannot be located through reasonable skip-tracing measures, the Settlement Administrator shall note the same in the database maintained under paragraph 5(c) below, and the Settlement Class Member shall be treated as excluded from this Agreement and that portion of the Class Settlement Amount allocated to such Settlement Class Member shall be distributed pursuant to paragraph 10 below.
- c. The Notice to Class Members shall also be posted on the Town’s website, containing a link to the Settlement website maintained by the Settlement Administrator.

- d. The Settlement Administrator shall maintain a database showing mail addresses to which each Notice was sent and any Notices that were not delivered. A summary report of the Notice shall be provided to the Parties at least five (5) days prior to the deadline to file the motion seeking the Final Approval Order. The database maintained by the Settlement Administrator regarding the Notice shall be available to the Parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party.
- e. The Notice to Class Members shall be in the form approved by the Court and substantially similar to the notice form attached hereto as **Exhibit "A."** The Parties may by mutual written consent make non-substantive changes to the Notice to Class Members without Court approval.
- f. All costs associated with publishing, mailing, and administering the Notice as provided for in this paragraph, and all costs of administration, including, but not limited to, the Settlement Administrator's fees and costs, shall be paid out of that portion of the Settlement Amount allocated to the Settlement Class Members. In the event the aforementioned costs amount to less than \$40,000, any remaining balance shall be treated as residual and distributed by the Settlement Administrator to the Town pursuant to paragraph 10 below.

6. **Motion for Final Approval.** As provided in the Preliminary Approval/Notice Order, within a reasonable time after the date set by the Court as the deadline for Settlement Class Members to opt out, Plaintiffs' Counsel shall file a motion seeking the Final Approval Order. The Final Approval Order shall constitute the Court's final judgment in this action, and the Court shall retain jurisdiction to enforce the terms of the Final Approval Order.

7. **Settlement Fund and Distribution.**

- a. The Class Settlement Amount held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until distributed pursuant to this Agreement.
- b. The Class Settlement Amount held by the Settlement Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1.
- c. The Class Settlement Amount shall be allocated to those Settlement Class members whose participation in the CCA Program ceased prior to June 15, 2022 (the "Participating Class Members"), a fixed amount of \$40.00 each, and to those Settlement Class Members participating in the CCA Program as of June 15, 2022 (the "Transferred Class Members") a pro rata portion of the Class Settlement Amount not allocated to the Participating Class Members to be calculated as follows: the amount paid by the Transferred Class Member for electricity between June 15, 2022 and December 31, 2022 using rates maintained by Rochester Gas and Electric that exceeded the fixed rate provided for in the Electricity Supply Agreement by and among the Town, Joule, and Defendant, dated October 7, 2020 (the "Excess

Electricity Charge”) over the Excess Electricity Charges paid by all Transferred Class Members, then multiplied by the portion of the Class Settlement Amount beyond the amount needed for payments to the Participating Class Members and payment of those costs associated with publishing, mailing, and administering the Settlement set forth in paragraph 5(f) above. The Excess Electricity Charges due to the Transferred Class Members shall be calculated by Joule and provided to the Class Administrator. Payments to all Settlement Class Members shall be made no later than sixty (60) days after the Effective Date. For purposes of this Agreement, Effective Date shall mean thirty (30) days after service of the Notice of Entry of the Final Approval Order provided no objections are made to this Agreement. If there are objections to this Agreement, then the Effective Date shall be the later of: (1) ninety (90) days after service of the Notice of Entry of the Final Approval Order, if no appeals are taken from the Final Approval Order; or (2) if a Notice of Appeal from the Final Approval Order is filed, then thirty (30) days after an Appellate Court ruling affirming the Final Approval Order; or (3) thirty (30) days after entry of a dismissal of the appeal.

- d. The Settlement Class Members shall have one hundred and eighty (180) days to negotiate the check. Any check uncashed after one hundred and eighty (180) days shall be treated as residual and distributed by the Settlement Administrator to the Town pursuant to paragraph 10 below.
- e. In no event shall any portion of the Settlement Fund revert to Defendant.

8. **Final Report to the Court.** Within two hundred eighty (280) days after the Effective Date, Plaintiffs’ Counsel shall submit to the Court a Final Report, setting forth: (a) the amounts paid to Settlement Class Members by the Settlement Administrator, (b) any checks not cashed or returned; (c) the total amount of money unpaid to Settlement Class Members; and (d) the total amount distributed to the Town pursuant to paragraph 10 below.

9. **The Settlement Administrator.**

- a. The Settlement Administrator shall execute a retainer agreement that shall provide, among other things, that the Settlement Administrator shall be bound by and shall perform the obligations imposed on it under the terms of this Agreement.
- b. The Settlement Administrator shall keep all information regarding Settlement Class Members confidential except as otherwise provided herein. All data created and/or obtained and maintained by the Settlement Administrator pursuant to this Agreement shall be destroyed twelve (12) months after the Final Report is submitted to the Court, provided that Counsel for the Parties, or either of them, at their own cost, shall receive a complete digital copy of the Settlement Administrator’s records, together with a declaration establishing completeness and authenticity, which they may maintain consistent with their own document retention policies.
- c. The Settlement Administrator also shall be responsible for timely and properly filing any and all tax returns necessary or advisable, if any, with respect to the Settlement

Fund. Except as provided herein, Settlement Class Members shall be responsible for their own tax reporting of payments received under the terms of this Agreement.

- d. The Settlement Administrator shall provide the data in its claims administration database to Counsel for the Parties in response to any written request, including an email request. The written request shall be copied to Counsel for the other party when made.
- e. The duties of the Settlement Administrator shall also include: (i) Providing notice of this Settlement as provided herein or as the Court may require; (ii) establishing a post office box for requests for exclusions from the Settlement Class; (iii) establishing and maintaining a settlement website providing a means for the Settlement Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Notice to the Settlement Class members, the Preliminary Approval Order, and such other documents as the Parties may agree to post or that the Court orders posted on the website, which documents shall remain on the Settlement Website for at least six (6) months after the Final Approval Order; (iv) establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries and answer the questions of Settlement Class Members who call with or otherwise communicate such inquiries; (v) processing all requests for exclusion from the Settlement Class and providing reports to Counsel for the Parties as provided in paragraph 11(b) below; (vi) any other Settlement administration function at the instruction of Counsel for the Parties, including, but not limited to, verifying that the Net Settlement Funds have been distributed.
- f. Within two hundred sixty (260) days after the Effective Date, the Settlement Administrator shall prepare a declaration setting forth the total payments issued to Settlement Class Members by the Settlement Administrator, the total amount of any checks uncashed and/or returned, and the total amount of money being held by the Settlement Administrator.

10. **Cy Pres Payment to Town.** Pursuant to Chapter 55 of the Town Code of the Town of Brighton, the Town established the CCA Program to, among other things, “promote the sustainability and resilience of energy systems through the proliferation of renewable energy, energy efficiency, and Distributed Energy Resources.” In furtherance of the purpose of the CCA Program, subject to Court approval, thirty (30) days after the Final Report, 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, which amounts shall be deposited in a Town account for purposes of furthering of the Town’s sustainability goals as may be determined by the Town Board of the Town of Brighton.

11. **Opt-Outs.**

- a. A Settlement Class member who wishes to exclude themselves from this Agreement, and from the release of claims and defenses provided for under the terms of this Agreement, shall submit an Exclusion Letter by mail to the Settlement

Administrator. For an Exclusion Letter to be valid, it must be postmarked on or before forty five (45) days after the date the Notice to Class Members must be delivered to the Settlement Class Members as stated in the Preliminary Approval/Notice Order. Any Exclusion Letter shall identify the Settlement Class Member, state that the Settlement Class Member wishes to exclude themselves from the Agreement, and shall be signed and dated.

- b. The Settlement Administrator shall maintain a list of persons who have excluded themselves and shall provide such list to Counsel for the Parties on a weekly basis and at least five (5) days prior to the date Plaintiffs' Counsel is required to file the motion seeking the Final Approval Order. The Settlement Administrator shall retain the originals of all Exclusion Letters (including the envelopes with the postmarks). The Settlement Administrator shall make the original Exclusion Letters available to Counsel and/or the Court upon two (2) business days' written notice.

12. **Objections.**

- a. Any Settlement Class Member, other than a Settlement Class Member who timely submits an Exclusion Letter, may object to this Agreement.
- b. To be valid and considered by the Court, the objection must be in writing and sent by first class mail, postage pre-paid, to the Settlement Administrator. The objection must be postmarked on or before thirty (30) days after the date the Notice to Class Members must be delivered to the Settlement Class Members as stated in the Preliminary Approval/Notice Order, and must include the following information: (i) the objector's name, address, telephone number, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case; (ii) a statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection; and (iii) a statement as to whether the objector intends to appear at the hearing on the Final Approval Order, either personally or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number.
- c. Plaintiffs' counsel shall file any objections and responsive pleadings at least seven (7) days prior to the hearing on the Final Approval Order.

13. **Mutual Complete Releases Between the Parties.**

- a. Except for the Parties' respective obligations set forth herein, in exchange for the consideration described in this Agreement and other good and valuable consideration, the sufficiency of which is recognized hereby, each of the Plaintiffs, including the Class Plaintiffs on behalf of themselves and each of the Settlement Class Members, and any Plaintiff's officers, directors, members, managers, parent entities, subsidiaries, affiliates, divisions, contractors, employees, representatives, attorneys, agents, successors, heirs and assigns, does hereby release, remise, quitclaim and forever completely discharge Defendant and its officers, directors,

members, managers, parent entities, subsidiaries, affiliates, divisions, contractors, employees, representatives, attorneys, insurers, agents, successors, heirs and assigns, from any and all claims, demands, obligations, contracts, promises, actions, causes of action, rights, damages, costs, expenses, and compensation of any nature whatsoever, whether in law or equity, whether known or unknown, and regardless of whether they were asserted or could have been asserted in the Litigation, including, without limitation, all issues, allegations, and defenses in the Litigation, or otherwise concerning the Dispute, arising from the beginning of time to the Effective Date of this Agreement.

- b. Except for the Parties' respective obligations set forth herein, in exchange for the consideration described in this Agreement and other good and valuable consideration, the sufficiency of which is recognized hereby, Defendant and its officers, directors, members, managers, parent entities, subsidiaries, affiliates, divisions, contractors, employees, representatives, attorneys, agents, successors, heirs and assigns does hereby release, remise, quitclaim and forever completely discharge Plaintiffs, including their officers, directors, members, managers, parent entities, subsidiaries, affiliates, divisions, contractors, employees, representatives, attorneys, insurers, agents, successors, heirs and assigns, from any and all claims, demands, obligations, contracts, promises, actions, causes of action, rights, damages, costs, expenses, and compensation of any nature whatsoever, whether in law or equity, whether known or unknown, and regardless of whether they were asserted or could have been asserted in the Litigation, including, without limitation, all issues, allegations, and defenses in the Litigation, or otherwise concerning the Dispute or the Counterclaims, arising from the beginning of time to the Effective Date of this Agreement.
- c. Each Settlement Class Member is barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the released claims against any releasee in any forum, action, or proceeding of any kind.
- d. Notwithstanding anything to the contrary, nothing in this Paragraph shall be interpreted as releasing any of the representations, covenants, or obligations set forth in this Agreement.

14. **No admission of liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.

15. **Conditions to Settlement.**

- a. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events: (i) the Court has entered the Preliminary

Approval/Notice Order, as required by paragraph 4 above; (ii) the Court has entered the Final Approval Order as required by paragraphs 6 and 7 above, and all objections, if any, to such Order are overruled, and all appeals taken from such Order are resolved in favor of approval; and (iii) The Effective Date has occurred.

- b. In the event this Agreement fails to become effective in accordance with paragraph 15(a), then the parties shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.
- c. The grounds upon which this Agreement may be terminated are set forth herein above. In the event of a termination, this Agreement shall be considered null and void; all of the obligations of the Parties under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.
- d. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Litigation or any other action or proceeding for any purpose. In such event, all Parties to the Litigation shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

16. **Representations.**

- a. The Parties represent that prior to signing this Agreement, they have read it, understand the terms and conditions, were given an opportunity to consult with counsel, and voluntarily signed the Agreement after being afforded such opportunity. The Parties represent they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.
- b. The Parties have not relied on any representations, promises, or agreements, whether oral or written, other than those expressly set forth in this Agreement.
- c. The Class Plaintiffs, on behalf of the Settlement Class Members, represent that they have made such inquiry into the terms and conditions of this Agreement as they deem appropriate, and that by executing this Agreement, they believe the Agreement and all the terms and conditions set forth herein are fair and reasonable to all Settlement Class Members.

- d. The Class Plaintiffs represent that they have no conflicts or other personal interests that would in any way impact their representation of the Settlement Class Members in connection with the execution of this Agreement.
- e. Each Party to this Agreement warrants and represents that it has full authority, capacity, and legal right and power to execute this Agreement, that any necessary resolutions and/or authorizations have been obtained, and that this Agreement constitutes a valid and binding obligation of the Parties. Each Party to this Agreement warrants and represents that he/she/it has not assigned to any other person or entity any claims, demands, obligations, contracts, promises, actions, causes of action, rights, damages, costs, expenses, and compensation of any nature whatsoever, whether in law or equity, whether known or unknown, covered by the Releases contained in Paragraph 13, above.

17. **Notice.** Except as otherwise expressly set forth herein, any notice required to be given under this Agreement shall be sent by Overnight Delivery by a recognized courier service and email as follows:

a. If to Plaintiff the Town:

Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

with a copy to:

Erin E. Elmouji, Esq.
John A. Mancuso, Esq.
Mancuso Brightman PLLC
Attorneys for Plaintiffs
160 Allens Creek Road, Suite 250
Rochester, New York 14618
eeljouji@mbnylaw.com
jmancuso@mbnylaw.com

c. If to Plaintiff Joule:

Joule Assets Inc.
One Pepsi Way
Katonah, NY 10536

with a copy to Plaintiffs' counsel at the address set forth above.

b. If to Defendant:

Icon Energy d/b/a
Source Power Company
125 Michael Drive
Syosset, NY 11791

with a copy to:

David S. Wilck, Esq.
Benjamin J. Wisher, Esq.
Rivkin Radler LLP
Attorneys for Defendant
66 S. Pearl Street, 11th Floor
Albany, New York 12207
david.wilck@rivkin.com
benjamin.wisher@rivkin.com

d. If to Plaintiff Moehle:

William W. Moehle
186 Eastland Ave.
Rochester, NY 14618

with a copy to Plaintiffs' counsel at the address set forth above.

e. If to Plaintiff Smith:

George L. Smith
215 Village Lane
Rochester, NY 14610

with a copy to Plaintiffs' counsel at the address set forth above.

f. If to Plaintiff Tierney:

Raymond J. Tierney, III
820 Corwin Rd.
Rochester, NY 14610

with a copy to Plaintiffs' counsel at the address set forth above.

g. If to Plaintiff Seigel:

Gail M. Seigel, Ph.D.
246 Glen Ellyn Way
Rochester, NY 14618

with a copy to Plaintiffs' counsel at the address set forth above.

18. **Binding Nature of this Agreement.** This Agreement is binding upon and inures to the benefit of the heirs, successors, and assigns of the Parties. In the event of dissolution of any corporate or other limited liability entity that is a party to this Agreement, the Agreement is binding on any officer, director, shareholder, partner, member, employee, or agent of such entity.

19. **Cooperation.** All Parties agree to cooperate fully and to execute any and all additional documents that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

20. **Choice of Law/Consent to Jurisdiction.** This Agreement is governed by, and construed in accordance with, the laws of the internal State of New York without regard to any conflict of law principles. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the notices to the Settlement Class Members required under this Agreement and the Settlement Administrator. As part of their agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all parties released pursuant to the terms of this Agreement from asserting any released claims, including during any appeal from the Final Approval Order.

21. **Entire Agreement.** The terms and conditions of this Agreement constitute the full and complete understanding, agreement, and arrangement between the Parties with regard to the subject matters hereof and there are no other agreements, covenants, promises, representations, or arrangements, oral or otherwise, with respect to the matters addressed herein.

22. **Severability.** The illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity, or enforceability of any other provision of this Agreement, all of which shall be deemed severable from such illegal, invalid, or unenforceable provision and such remaining provisions shall remain in full force and effect and enforceable in accordance with their terms.

23. **No Modification.** No modification, amendment, waiver, or discharge with respect to this Agreement shall be operative unless it is in writing and executed by the Parties hereto.

24. **Not Construed Against the Drafter.** The Parties have participated in the negotiation and drafting of this Agreement such that this Agreement shall be construed without regard to any presumption or other rule requiring construction against a Party who caused it to be drafted.

25. **No Waiver.** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

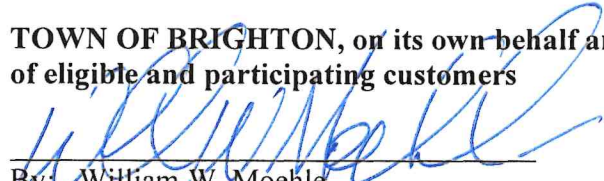
26. **Attorneys' Fees.** Except as otherwise provided herein, the Parties agree to assume full responsibility for their own attorneys' fees and costs arising from the Litigation, the resolution of the Dispute referenced herein, this Agreement, and the obligations relative hereto. Notwithstanding the foregoing, in the event of a breach of this Agreement, as determined by a court of competent jurisdiction, the prevailing party shall be entitled to an award of its costs and expenses, including its reasonable attorneys' fees, in addition to any other remedy available to such party in law or in equity.

27. **Counterparts and Signatures.** This Agreement may be executed in one or more originals and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. The Parties further agree that this Agreement may be delivered via facsimile transmission and/or e-mail and that the signatures contained herein shall constitute valid signatures.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES TO FOLLOW]

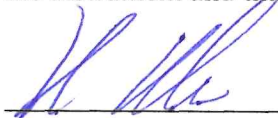
IN WITNESS WHEREOF, this Agreement has been signed as of the Effective Date set forth above by the Parties as shown below.

TOWN OF BRIGHTON, on its own behalf and behalf of eligible and participating customers


By: William W. Moehle
Title: Town Supervisor

STATE OF NEW YORK)
) ss.:
COUNTY OF MONROE)

On the 22nd day of January, in the year 2025, before me, the undersigned, personally appeared William W. Moehle, a Town Supervisor of TOWN OF BRIGHTON, on its own behalf and behalf of eligible and participating customers, personally known to me or proved to me on the basis of satisfactory evidence to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument and that said subscribing witness made such appearance before the undersigned.


Notary Public
JOHN A. ANCUSO
Notary Public, State of New York
No. 01MA6146525
Qualified in Monroe County
Commission Expires May 22, 2026

JOULE ASSETS INC.

By:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____, in the year 2025, before me, the undersigned, personally appeared _____, a _____ of JOULE ASSETS INC., personally known to me or proved to me on the basis of satisfactory evidence to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument and that said subscribing witness made such appearance before the undersigned.

Notary Public

IN WITNESS WHEREOF, this Agreement has been signed as of the Effective Date set forth above by the Parties as shown below.

TOWN OF BRIGHTON, on its own behalf and behalf of eligible and participating customers

By: William W. Moehle
Title: Town Supervisor

STATE OF NEW YORK)
) ss.:
COUNTY OF MONROE)

On the ___ day of ___, in the year 2025, before me, the undersigned, personally appeared ___, a ___ of TOWN OF BRIGHTON, on its own behalf and behalf of eligible and participating customers, personally known to me or proved to me on the basis of satisfactory evidence to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument and that said subscribing witness made such appearance before the undersigned.

Notary Public

JOULE ASSETS INC.

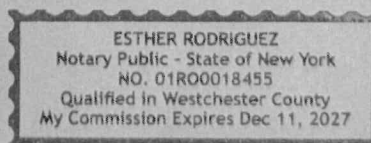
[Handwritten signature]

By: Stephen Finner
Title: General Counsel

STATE OF NEW YORK)
) ss.:
COUNTY OF Westchester)

On the 13th day of January, in the year 2025, before me, the undersigned, personally appeared Stephen Finner, a General Counsel of JOULE ASSETS INC., personally known to me or proved to me on the basis of satisfactory evidence to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument and that said subscribing witness made such appearance before the undersigned.

[Handwritten signature]
Notary Public



WILLIAM W. MOEHLE

By:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF MONROE)

On the 22nd day of January, in the year 2025, before me, the undersigned, personally appeared _____, a _____ of WILLIAM W. MOEHLE, personally known to me or proved to me on the basis of satisfactory evidence to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument and that said subscribing witness made such appearance before the undersigned.

Notary Public JOHN A. MANCUSO
Notary Public, State of New York
No. 01MA6146525
Qualified in Monroe County
Commission Expires May 22, 2026

RAYMOND J. TIERNEY, III.

By:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF MONROE)

On the ____ day of _____, in the year 2025, before me, the undersigned, personally appeared _____, a _____ of RAYMOND J. TIERNEY, III., personally known to me or proved to me on the basis of satisfactory evidence to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument and that said subscribing witness made such appearance before the undersigned.

Notary Public

WILLIAM W. MOEHLE

By:
Title:


STATE OF NEW YORK)
) ss.:
COUNTY OF MONROE)

On the ____ day of _____, in the year 2025, before me, the undersigned, personally appeared _____, a _____ of WILLIAM W. MOEHLE, personally known to me or proved to me on the basis of satisfactory evidence to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument and that said subscribing witness made such appearance before the undersigned.

Notary Public

RAYMOND J. TIERNEY, III.

By:
Title:



STATE OF NEW YORK)
) ss.:
COUNTY OF MONROE)

On the 10 day of Jan., in the year 2025, before me, the undersigned, personally appeared _____, a _____ of RAYMOND J. TIERNEY, III., personally known to me or proved to me on the basis of satisfactory evidence to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument and that said subscribing witness made such appearance before the undersigned.

Notary Public

COREY J. KLINO
Notary Public, State of New York
Reg No 01KL6402994
Qual. Ontario Co., Commission Exp. Jan. 13, 2028

GEORGE L. SMITH

George L. Smith 1/10/2025

By:

Title:

PLEASE SEE ATTACHMENT
FOR
NOTARIZATION & SEAL

STATE OF NEW YORK)
) ss.:
COUNTY OF MONROE)

On the ____ day of ____, in the year 2025, before me, the undersigned, personally appeared _____, a _____ of GEORGE L. SMITH, personally known to me or proved to me on the basis of satisfactory evidence to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument and that said subscribing witness made such appearance before the undersigned.

Notary Public

GAIL M. SEIGEL, PH.D.

By:

Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF MONROE)

On the ____ day of ____, in the year 2025, before me, the undersigned, personally appeared _____, a _____ of GAIL M. SEIGEL, PH.D., personally known to me or proved to me on the basis of satisfactory evidence to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument and that said subscribing witness made such appearance before the undersigned.

Notary Public

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF SAN MATEO }

On Jan. 10 .2025 before me , Josephine Suen , Notary Public,
Date (here insert name and title of the officer)

personally appeared George Leo Smith

N/A

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: [Handwritten Signature] (Seal)

Description of Attached Document

Title or Type of Document: Settlement Agreement and Release Number of Pages: 16

Document Date: _____ Other: Index # E2022010511

GEORGE L. SMITH

By:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF MONROE)

On the ____ day of _____, in the year 2025, before me, the undersigned, personally appeared _____, a _____ of GEORGE L. SMITH, personally known to me or proved to me on the basis of satisfactory evidence to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument and that said subscribing witness made such appearance before the undersigned.

Notary Public


GAIL M. SEIGEL, PH.D.

Gail M. Seigel

By:
~~Title:~~

STATE OF NEW YORK)
) ss.:
COUNTY OF MONROE)

On the 8th day of Jan., in the year 2025, before me, the undersigned, personally appeared _____, a _____ of GAIL M. SEIGEL, PH.D., personally known to me or proved to me on the basis of satisfactory evidence to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument and that said subscribing witness made such appearance before the undersigned.



Notary Public

ERIN E. ELMOUJI
Notary Public, State of New York
Reg. No. 02EL6400645
Qual. Monroe Co., Commission Exp. Nov. 18, 2027

ICON ENERGY LLC d/b/a SOURCE POWER COMPANY

By: Andrew Day
Title: Manager

STATE OF CONNECTICUT)
COUNTY OF Fairfield) ss.: Danbury

On the 17 day of January in the year 2025, before me, the undersigned, personally appeared Andrew Day, a of ICON ENERGY LLC d/b/a SOURCE POWER COMPANY, personally known to me or proved to me on the basis of satisfactory evidence to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument and that said subscribing witness made such appearance before the undersigned.

Jairo A. Rosas Rubio
Notary Public

JAIRO A. ROSAS RUBIO
NOTARY PUBLIC
My Commission Expires 08/31/2028



EXHIBIT A – NOTICE TO SETTLEMENT CLASS MEMBERS***Town of Brighton et al. v. Icon Energy, LLC d/b/a Source Power Company*****NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT****READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT
MAY AFFECT YOUR RIGHTS!****IF YOU WERE ENROLLED IN THE TOWN OF BRIGHTON’S COMMUNITY
CHOICE AGGREGATION PROGRAM WITH ICON ENERGY, LLC D/B/A SOURCE
POWER (“DEFENDANT”) BETWEEN JANUARY 1, 2021 AND DECEMBER 31, 2022,
THEN YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION
SETTLEMENT**

The Supreme Court of the State of New York, Monroe County, has authorized this Notice; it is not a solicitation from a lawyer.

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION	
DO NOTHING	If you don’t do anything, you will receive a payment from the Settlement Fund so long as you do not opt out of or exclude yourself from the settlement (described in the next box).
EXCLUDE YOURSELF FROM THE SETTLEMENT; RECEIVE NO PAYMENT, BUT RELEASE NO CLAIMS	You can choose to exclude yourself from the settlement or “opt out.” This means you choose not to participate in the settlement. You will keep your individual claims against Defendant, but you will not receive a payment. If you exclude yourself from the settlement but want to recover against Defendant, you will have to file a separate lawsuit or claim.
OBJECT TO THE SETTLEMENT	You can file an objection with the Court explaining why you believe the Court should reject the settlement. If your objection is overruled by the Court, then you may receive a payment and you will not be able to sue Defendant for the claims asserted in this litigation. If the Court agrees with your objection, then the settlement may not be approved.

These rights and options – ***and the deadlines to exercise them*** – along with the material terms of the settlement are explained in this Notice.

BASIC INFORMATION

1. What is this lawsuit about?

The lawsuit that is being settled is entitled *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. v Icon Energy LLC d/b/a Source Power Company* (N.Y. Sup. Ct., Monroe Cty.) Index No.: E2022010511. The case is a “class action.” That means that the “Class Representatives,” William W. Moehle, Raymond J. Tierney, III, George L. Smith, and Gail M. Seigel, Ph.d., are individuals who are acting on behalf of themselves and other residents of the Town of Brighton, New York, who, by virtue of not opting out, were enrolled in the Town’s Community Choice Aggregation Program (the “CCA Program”) between January 1, 2021 and December 31, 2022. The Class Representatives have asserted claims for breach of contract and deceptive practices, and seeking declaratory and monetary relief.

2. Why did I receive this Notice of this lawsuit?

You received this Notice because the Town of Brighton’s (the “Town”) records indicate that you were enrolled in the CCA Program that is the subject of this action. The Court directed that this Notice be sent to all Settlement Class Members because each such member has a right to know about the proposed settlement and the options available to them before the Court decides whether to approve the settlement.

3. Why did the parties settle?

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is the Class Representatives’ and their lawyers’ job to identify when a proposed settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, the Class Representatives’ lawyers, known as “Class Counsel” (the lawyers representing Plaintiffs), make this recommendation to the Class Representatives. The Class Representatives have the duty to act in the best interests of the class as a whole and, in this case, it is their belief, as well as Class Counsel’s’ opinion, that this settlement is in the best interest of all Settlement Class Members.

There is legal uncertainty about whether a judge or a jury will find that Defendant was contractually and otherwise legally obligated to provide the fixed rates for electricity under the Electricity Supply Agreement or engaged in deceptive business practices. And even if that was the case, there is uncertainty about whether the Class Representatives’ claims are subject to other defenses that might result in no or less recovery to Settlement Class Members. Even if the Class Representative were to win at trial, there is no assurance that the Settlement Class Members would be awarded more than the current settlement amount and it may take years of litigation before any payments would be made. By settling, the Settlement Class Members will avoid these and other risks and the delays associated with continued litigation. While Defendant disputes the allegations in the lawsuit and denies any liability or wrongdoing, it enters into the Settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation.

WHO IS IN THE SETTLEMENT

4. How do I know if I am part of the Settlement?

If you received this notice, then the Town's records indicate that you are a member of the Settlement Class who is entitled to receive a payment.

YOUR OPTIONS

5. What option do I have with respect to the Settlement?

You have three options: (1) do nothing and you will receive a payment according to the terms of this Settlement; (2) exclude yourself from the settlement ("opt-out" of it); or (3) participate in the Settlement, but object to it. Each of these options is described in a separate section above.

6. What are the critical deadlines?

There is no deadline to receive a payment. If you do nothing, then you will get a payment.

The deadline for sending a letter to exclude yourself from or opt-out of the settlement is [REDACTED].

The deadline to file an objection with the Court is also [REDACTED].

7. How do I decide what option to choose?

If you do not like the Settlement and you believe that you could receive more money by pursuing your claims on your own (with or without an attorney that you could hire) and you are comfortable with the risk that you might lose your case or get less than you would in this Settlement, then you may want to consider opting out.

If you believe the Settlement is unreasonable, unfair, or inadequate and the Court should reject the Settlement, you can object to the Settlement terms. The Court will decide if your objection is valid. If the Court agrees, then the Settlement may not be approved and no payments will be made to you or any other member of the Settlement Class. If your objection (and any other objection) is overruled, and the Settlement is approved, then you may still get a payment, and will be bound by the Settlement.

If you want to participate in the Settlement, then you don't have to do anything; you will receive a payment if the Settlement is approved by the Court.

8. What has to happen for the Settlement to be approved?

The Court has to decide that the Settlement is fair, reasonable, and adequate before it will approve it. The Court already has decided to provide preliminary approval of the Settlement, which is why you received a Notice. The Court will make a final decision regarding the Settlement at a "Fairness Hearing" or "Final Approval Hearing," which is currently scheduled for [REDACTED].

THE SETTLEMENT PAYMENT

9. How much is the Settlement?

Defendant has agreed to create a settlement fund of \$1,000,000.00. Attorneys' fees and litigation costs, will **NOT** be paid out of the Settlement Fund, but will instead be paid by the Town of Brighton. Costs paid to a third party Settlement Administrator to administer the Settlement (including mailing and emailing notice) **WILL** be paid out of the Settlement Fund. The Settlement Fund will be divided among all Settlement Class Members entitled to Settlement Class Member Payments based on the allocation described in the Settlement Agreement.

10. How much will my payment be?

The settlement fund described above will be allocated to those Settlement Class members whose participation in the CCA Program ceased prior to June 15, 2022 (the "Participating Class Members") in the amount of \$40.00 each, and to those Settlement Class Members participating in the CCA Program as of June 15, 2022 (the "Transferred Class Members"), a pro rata portion of the Class Settlement Amount not allocated to the Participating Class Members and not allocated for payment of costs to administer the Settlement, which correlates to the amount paid for electricity between June 15, 2022 and December 31, 2022 using rates maintained by Rochester Gas and Electric that exceeded the fixed rate provided for in the Electricity Supply Agreement by and among the Town, Joule, and Defendant, dated October 7, 2020. Settlement Class Members will receive a check from the Settlement Administrator.

11. Do I have to do anything if I want to participate in the Settlement?

No. If you received this Notice, then you may be entitled to receive a payment without having to make a claim, unless you choose to exclude yourself from or "opt out" of the settlement.

Alternatively, pursuant to Chapter 55 of the Town Code of the Town of Brighton, the Town established the CCA Program to, among other things, promote the sustainability and resilience of energy systems through the proliferation of renewable energy, energy efficiency, and Distributed Energy Resources. In furtherance of the purpose of the CCA Program, the Settlement provides that the total amount of uncashed checks shall be paid by the Settlement Administrator to the Town, which amounts shall be deposited in a Town account for purposes of furthering of the Town's sustainability goals as may be determined by the Town Board of the Town of Brighton. Thus, to the extent you choose to participate in the Settlement but do not cash the check, the amount will revert to the Town to further its sustainability goals.

12. When will I receive payment?

The Court will hold a "Final Approval Hearing" on [REDACTED] at [REDACTED] to consider whether the Settlement should be approved. If the Court approves the Settlement, then payments should be made or credits should be issued approximately 90 days later. However, if someone objects to the Settlement, and the objection is sustained, then there is no Settlement. Even if all objections are overruled and the Court approves the Settlement, an objector could appeal, and it might take months or even years to have the appeal resolved, which would delay any payment.

EXCLUDING YOURSELF FROM THE SETTLEMENT**13. How do I exclude myself from the settlement?**

If you do not want to receive a payment or if you want to keep any right you may have to sue Defendant for the claims alleged in this lawsuit, then you must exclude yourself, or “opt-out.”

To opt-out, you must send a letter to the Settlement Administrator that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the settlement in the *Town of Brighton et al. v. Icon Energy, LLC d/b/a Source Power Company* class action. Be sure to include your name, address, telephone number, and email address. Your exclusion or opt-out request must be postmarked by [REDACTED] and sent to:

Town of Brighton v. Icon Energy, LLC
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

14. What happens if I opt-out of the Settlement?

If you opt-out of the Settlement, you will preserve and not give up any of your rights to sue Defendant for the claims alleged in this case. However, you will not be entitled to receive a payment from the settlement.

15. How do I notify the Court that I do not like the Settlement?

You can object to the settlement or any part of it that you do not like **IF** you do not exclude yourself, or opt-out, from the Settlement. (Settlement Class Members who exclude themselves from the Settlement have no right to object to how other Settlement Class Members are treated.) To object, you must send a written document by mail or private courier (e.g., Federal Express) to the Clerk of Court, Settlement Administrator, Class Counsel, and Defendant’s Counsel at the addresses below. Your objection must include the following information:

- a. the name of the Action;
- b. the objector’s full name, address, and telephone number;
- c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- d. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case;

e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;

f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

g. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

h. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;

j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

k. the objector's signature (an attorney's signature is not sufficient).

All objections must be post-marked no later than [REDACTED], and must be mailed to the Settlement Administrator as follows:

Town of Brighton v. Icon Energy, LLC
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

16. What is the difference between objecting and requesting exclusion from the settlement?

Objecting is telling the Court that you do not believe the Settlement is fair, reasonable, and adequate for the Settlement Class, and asking the Court to reject it. You can object only if you do not opt-out of the settlement. If you object to the Settlement and do not opt-out, then you are entitled to a payment if the Settlement is approved, but you will release claims you might have against Defendant. Excluding yourself or opting-out is telling the Court that you do not want to be part of the Settlement, and do not want to receive a payment or release claims you might have against Defendant for the conduct alleged in this lawsuit.

17. What happens if I object to the Settlement?

If the Court sustains your objection, or the objection of any other member of the Settlement Classes, then there is no Settlement. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the Settlement.

THE COURT'S FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval or Fairness Hearing at [REDACTED] on [REDACTED], 2025 at the Supreme Court of the State of New York, Monroe County, which is located at 99 Exchange Blvd., Rochester, New York 14614. 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 hearing may be virtual, in which case the instructions to participate shall be posted on the website at [www.\[REDACTED\]](http://www.[REDACTED]).

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have submitted an objection, then you may want to attend.

20. May I speak at the hearing?

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 15, above, the statement, "I hereby give notice that I intend to appear at the Final Approval Hearing."

THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in this case?

The Court ordered that the lawyers and their law firm referred to in this notice as "Class Counsel" will represent you and the other Settlement Class Members that do not opt out.

22. Do I have to pay the lawyer for accomplishing this result?

No. Class Counsel will be paid directly by the Town of Brighton.

GETTING MORE INFORMATION

This Notice only summarizes the proposed Settlement. More details are contained in the Settlement Agreement, which can be viewed/obtained online at [[WEBSITE](#)].

For additional information about the settlement and/or to obtain copies of the Settlement Agreement, or to change your address for purposes of receiving a payment, you should contact the Settlement Administrator as follows:

Town of Brighton v. Icon Energy, LLC
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

For more information, you also can contact the Class Counsel as follows:

Mancuso Brightman PLLC
160 Allens Creek Road, Suite 260
Rochester, New York 14618
585-301-4777
jmancuso@mbnylaw.com

PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF DEFENDANT
CONCERNING THIS NOTICE OR THE SETTLEMENT.