

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

**FILED & RECORDED**

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COUNTY CLERK  
QUEENS COUNTY

BRIAN WILLIAMS, Individually and on  
Behalf of all Others Similarly Situated,

Plaintiff,

v.

GREENLIGHT ENERGY, INC.,

Defendant.

Index No. 708394/2019

Motion Date: August 17, 2021

Motion Sequence #9

**ORDER GRANTING FINAL  
CERTIFICATION OF THE  
SETTLEMENT CLASS, FINAL  
APPROVAL OF THE CLASS ACTION  
SETTLEMENT, ENHANCEMENT  
AWARD, ATTORNEYS' FEES AND  
EXPENSES, AND ENTERING FINAL  
JUDGMENT AND DISMISSING  
ACTION WITH PREJUDICE**

**THIS CAUSE** is before the Court on Plaintiff's Unopposed Motion for final certification of the Settlement Class and final approval of the class action settlement, and approving the Named Plaintiff Enhancement Award, and attorneys' fees and expenses. Having considered the motion, the Settlement Agreement and all exhibits attached thereto, the complete record in this case, and oral argument presented at the Fairness Hearing, and for good cause shown:

**IT IS HEREBY ORDERED AND ADJUDGED THAT:**

**Settlement Class Certification**

1. For purposes of effectuating the settlement described in the Class Action Settlement Agreement (NYSCEF Doc. Nos. 69, 80) ("Settlement Agreement")<sup>1</sup>, the Court reaffirms its prior findings, pursuant to New York Civil Practice Law and Rules ("CPLR") 901, certifying the following settlement classes (the "Class"):

<sup>1</sup> Unless otherwise stated, capitalized terms in this Order shall have the same meaning as set forth in the Settlement Agreement.

- 1) All Persons or Entities that were: (i) customers of Greenlight; and (ii) charged a variable rate for electricity by Greenlight in New York, New Jersey, Maryland, or Pennsylvania between March 1, 2014 to May 13, 2019.

See Amended Order Approving Plaintiff's Uncontested Motion for Preliminary Approval of Class Action Settlement. Entered April 26, 2021 (NYSCEF Doc. No. 71) ("Preliminary Approval Order"). The Class Period refers to the period spanning from March 1, 2014 to May 13, 2019. The Preliminary Approval Date shall be April 26, 2021. Excluded from the Settlement Class are: Greenlight; any of its parents, subsidiaries, or affiliates; any entity controlled by it; any officer, director, employee, legal representative, predecessor, successor, or assignee of Greenlight; federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof) and the judge to whom this action is assigned and any member of his immediate family. See Preliminary Approval Order. Nothing has occurred since the entry of that Order which causes this Court to alter the findings it made in that Order in support of class certification for settlement purposes. Id. at ¶¶ 2-6.

2. For purposes of effectuating the settlement, the Court also reaffirms its prior decision appointing Jonathan Shub and Kevin Laukaitis of Shub Law Firm LLC ("Shub Law"), Daniel K. Bryson and Harper Segui of Whitfield Bryson LLP ("WB"), Greg Coleman and Lisa White of Greg Coleman Law ("GCL"), and Aarthi Manohar of Kohn, Swift & Graf, P.C. ("KSG") to act as Class Counsel to the Settlement Class, and Plaintiff Brian Williams as Representative of the Settlement Class. Id. at ¶¶ 4-5.

### **Notice to Class Members**

3. The Court finds, based on the Declarations of the Claims Administrator Jenny Shawver dated July 28, 2021 (NYSCEF Doc. No. 79) and August 16, 2021 (NYSCEF Doc. No. 84) ("Shawver Decl."), that the Court-approved form and content of the proposed Short Form Notice

(attached to the Settlement Agreement as Exhibit B) and Long Form Notice (attached to the Settlement Agreement as Exhibit C) (collectively, “Class Notice”) have been provided to the members of the Settlement Class in accordance with the Court’s Preliminary Approval Order. That notice to the Settlement Class constituted the best notice practicable under the circumstances as well as valid, due, and sufficient notice to all those entitled thereto and complies fully with the requirements of due process and CPLR §§904 and 908. As such, this Court has jurisdiction over all Settlement Class Members.

#### **Final Approval of the Settlement**

4. In accordance with the Preliminary Approval Order and the Notice, the Court is holding a Fairness Hearing on August 18, 2021 to determine whether to finally approve the terms of the Settlement Agreement.

5. The terms of the Settlement Agreement are incorporated by reference herein.

6. The Court grants final approval of the Settlement set forth in the Settlement Agreement, finding it fair, reasonable and adequate, and in the best interests of the Settlement Class given, *inter alia*, the likelihood that plaintiff will succeed on the merits; the extent of support from the parties, including the lack of any objections by any Class Members to the Settlement; the judgment of counsel; the presence of good faith bargaining with the assistance of an experienced mediator; and the complexity and nature of the issues of law and fact.

7. The Court further determines that the Settlement is binding on all Class Members pursuant to paragraph 14.9 of the Settlement Agreement. All Class Members are forever bound by this Order and Final Judgment and are permanently enjoined and barred from asserting, instituting, commencing, or prosecuting any Released Claims, which are set forth in ¶¶ 10.1-10.4

of the Settlement Agreement, in any action or proceeding, either directly, individually, representatively, derivatively, or in any other capacity.

8. Once this Settlement becomes effective as defined in the Settlement Agreement, the Court directs that payments be made pursuant to the Settlement Agreement to all Settlement Class Members who have submitted a timely and valid Claim Form pursuant to the Settlement Agreement.

**Named Plaintiff Enhancement Award, Attorneys' Fees and Expenses**

9. The Court hereby awards \$7,500 in total to the Named Plaintiff Brian Williams for his integral roles in the prosecution and settlement of this action, in addition to his respective allocated share of the Settlement. The Court finds that this Enhancement Award is warranted to reward him as compensation for his respective efforts in bringing the Greenlight Action and achieving the benefits of the Settlement on behalf of the Settlement Class, and time spent consulting with counsel over the years this case has been prosecuted. This Enhancement Award shall be paid separate from the attorneys' fee and expense award set forth in paragraph 10, below.

10. The Court has considered, *inter alia*, the fact that Class Counsel have worked for more than two years without pay or any guarantee of obtaining a recovery for Defendant's current and former customers, the risks of this litigation, the significant standing at the bar of Class Counsel for the Plaintiff's and Defendant's counsel, the fact that this fee and expense request was negotiated by the parties only after the consideration on behalf of the Class had been negotiated, the magnitude and complexity of the litigation, the serious responsibility undertaken, the excellent work done by Class Counsel, the history of this action, that Class Counsel did not have the benefit of any prior judgment, and the considerable amount made available, lodestar multipliers awarded in other significant settlements, and the lack of any objection by any Class Member to any aspect

of the settlement or the requested attorneys' fee and expense award. The Court finds that based on the result in this class action, it would have been reasonable and customary for Class Counsel to receive a lodestar multiplier of 0.74. Accordingly, the Court hereby determines that Plaintiffs' Counsel's requested application for an amount \$97,500 shall be awarded to Class Counsel for payment of their attorneys' fees and expenses (other than Claims Administration Expenses, which under the Settlement Agreement are paid directly by the Parties separate and apart from the amount made available for Class Members' claims, the Fee Award, and the Named Plaintiff Enhancement Award), and paid pursuant to the terms of the Settlement Agreement in section VII, and that payment of an Enhancement Award of \$7,500 to Plaintiff is fair and reasonable, and paid pursuant to the terms of the Settlement Agreement in section 7.7.

**Entry of Judgment**

11. The Court hereby enters Final Judgment in accordance with the terms of this Order, dismisses this action with prejudice, with each party to bear their own costs, except as provided in this Order or in the Settlement Agreement.

**Reservation of Jurisdiction**

12. If for any reason the Settlement does not become effective, this Order shall be null and void and be vacated. In that event nothing contained in this Order, the Settlement Agreement, and any documents in connection with the settlement of this matter shall be used or referred for any purpose in this action or any other proceeding.

13. This Order, the Settlement Agreement, and any documents in connection with the settlement of this matter shall not be construed as an admission of any fault, liability, or wrongdoing on the part of Greenlight, which Greenlight expressly denied. This Order, the Settlement Agreement, and any documents in connection with the settlement of this matter shall

not be offered against Greenlight in any other action or proceeding of any kind. Greenlight and any Released Parties shall be permitted to utilize this Order and the Settlement Agreement for purposes of enforcing this Order and the Settlement Agreement and to support any claims and defenses Greenlight and the Released Parties may have.

14. Without affecting the finality of this Order and Final Judgment, the Court hereby reserves exclusive jurisdiction to consider any matters that may arise concerning the administration, interpretation, consummation, and enforcement of the Settlement Agreement and this Order.

Dated: November 5, 2021

SO ORDERED:



Hon. Joseph Risi, A.J.S.C.

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QUEENS COUNTY

  
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