

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

BRIAN WILLIAMS,
Individually and on behalf of all others similarly
situated,

Plaintiff,

-vs-

GREENLIGHT ENERGY INC.,

Defendant.

Index No.: 708394/2019

CLASS ACTION SETTLEMENT AGREEMENT

Plaintiff Brian Williams (“Plaintiff”), and Defendant, Greenlight Energy, Inc. (“Greenlight Energy”), enter into this Settlement Agreement (“Agreement”) as of this August 6, 2020, Plaintiff and Greenlight Energy are collectively referred to herein as the “Parties” and, individually, as “Party.” Capitalized terms used herein are defined in Section II of this Agreement or indicated in parentheses elsewhere in this Agreement. Subject to the Court’s approval, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Settlement and upon the entry by the Court of a Final Approval Order and the occurrence of the Effective Date, the Greenlight Energy Action will be settled and compromised upon the terms and conditions contained herein.

I. RECITALS

1.1 Plaintiff Brian Williams filed a class action complaint (the “Complaint”) against Greenlight Energy on May 13, 2019, styled as *Brian Williams v. Greenlight Energy, Inc.*, Index No. 708394/2019 (the “Greenlight Action”), in the Supreme Court of the State of New York, County of Queens. Plaintiff alleges that Greenlight’s acts and omissions in connection with

supplying variable rate electricity constituted breach(es) of contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment, and violated N.Y. General Business Law §§ 349 and 349-d.

1.2 At the commencement of this litigation, the Parties discussed a potential settlement. The Parties met and conferred on numerous occasions and after agreeing on relief to the Class, as defined herein, the Parties then separately negotiated and reached an agreement concerning attorneys' fees, litigation expenses, and a service award payment to Plaintiff.

1.3 The Parties recognize and acknowledge the benefits of settling this case.

1.4 Plaintiff believes that the claims asserted in his case have merit. Despite the strengths of his case, Plaintiff recognizes the risks and uncertainties inherent in litigation and is mindful of the problems of proof under, and possible defenses to, the claims in this matter. Plaintiff further recognizes and acknowledges the expense and length of time it would take to prosecute this matter against Greenlight through trial, post-trial proceedings, and appeals. Counsel for Plaintiff have taken into account the uncertain outcome and risks of the litigation, including the difficulties and delays inherent in such litigation and the likelihood of protracted appeals. Counsel for Plaintiff have, therefore, determined that the Settlement set forth in this Agreement is fair, reasonable, and adequate. The Settlement confers substantial benefits upon, and is in the best interests of, the Plaintiff and the Settlement Class (hereafter defined).

1.5 Greenlight has at all times denied, and continues to deny, any and all wrongdoing of any kind whatsoever. Without admitting liability, it has nevertheless agreed to enter into this Settlement to avoid further expense, as well as the burdens and expense of litigation.

1.6 The Parties agree that a broad settlement of all potential claims of customers that purchased variable rate electricity from Greenlight is in the best interests of the Parties and the

Class Members. Greenlight has variable rate electricity customers in New York, New Jersey, Maryland and Pennsylvania.

1.7 In consideration of the foregoing and the covenants and agreement set forth herein, and for other good and valuable consideration, the sufficiency of which is acknowledged herein, Plaintiff, for himself and as representative of the Settlement Class, and the Settling Parties, Greenlight, agree, subject to the approval by the Court of the Settlement, as follows:

II. DEFINITIONS

As used in this Agreement and the attached exhibits (which are an integral part of the Settlement and are incorporated in their entirety by reference), the following terms will have the meanings set forth below, unless this Agreement specifically provides otherwise. Other capitalized terms in this Agreement but not defined in this section will have the meanings ascribed to them elsewhere in this Agreement.

2.1 “Greenlight Action” means, *Brian Williams v. Greenlight Energy, Inc.*, Supreme Court of the State of New York, County of Queens, Index No. 708394/2019, filed by Plaintiff individually and on behalf of those similarly situated against Greenlight and seeking representation for Class Members.

2.2 “Administration Expenses” means reasonable fees and expenses incurred by the Settlement Administrator for all tasks the Settlement Administrator and any third parties perform in furtherance of the notice and administration of the Settlement and to secure performance as forth in this Settlement.

2.3 “Agreement” or “Settlement” means this class action settlement agreement containing all terms, conditions, and exhibits representing the entire agreement between the Parties.

2.4 “Attorneys’ Fees and Costs” means such funds as may be awarded by the Court based on the Settlement described herein to compensate Class Counsel as determined by the Court, as described more particularly in Section VII of this Settlement.

2.5 “Benefit” means the cash payment available to a Class Member that files a Valid Claim under this Agreement. The specific Benefit paid is subject to review, audit, and validation by the Settlement Administrator based upon the terms and conditions of this Agreement.

2.6 “Claim” means a request for relief pursuant to this Settlement submitted by a Settlement Class Member on a Claim Form filed with the Settlement Administrator in accordance with the terms of this Settlement.

2.7 “Claim Deadline” means the date by which a Claim Form must be postmarked and mailed to the Settlement Administrator or electronically submitted to be considered timely. The Claim Deadline will be at 11:59 p.m. Eastern Time on the last day of the Claim Period.

2.8 “Claim Form” means the form attached hereto as Exhibit A, whether in electronic form or “hard copy,” that will be completed by a Settlement Class Member and submitted to the Settlement Administrator in order to receive benefits under the Settlement.

2.9 “Claim Period” means the period commencing upon mailing of the Notice (or such other time as the Court orders) and concluding ninety (90) days thereafter irrespective of whether the ninetieth (90) day falls on a Saturday, Sunday, or Holiday.

2.10 “Class Counsel” means 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”).

2.11 “Class Member(s)” means:

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.

Excluded from the Class Members 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.

2.12 “Class Notice” means the notice of pendency and proposed settlement of class action that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement. The Class Notice, which will be available to Class Members on the website created and maintained by the Settlement Administrator, will be in the forms of Exhibit B and Exhibit C to this Agreement.

2.13 “Class Period” refers to the period spanning from March 1, 2014 to May 13, 2019.

2.14 “Class Representative” means Plaintiff Brian Williams.

2.15 “Complaint” means the Class Action Complaint filed in the Greenlight Action.

2.16 “Court” means the Supreme Court of the State of New York, County of Queens.

2.17 “Effective Date” means the date on which all the following conditions are satisfied:

- a. Execution of this Agreement by the Class Representative and the Settling Parties;
- b. Entry of the Final Approval Order and Judgment by the Court approving this Agreement and all exhibits without material modification. By way of illustration only, material modifications include but are not limited to: (1) any change to the scope of the Released Claims set forth in this Settlement Agreement; (2) any change

to the Final Approval Order which limits or reduces any of the protections afforded to the Settling Parties, (3) any increase in the cost of the settlement to be borne by the Settling Parties to be determined at the sole discretion of the Settling Parties; (4) any non-trivial change to the Benefit, Class Notice, Claim Form, and/or claim process);

- c. The passage of the earliest date on which: (i) the time for taking an appeal from the Final Approval Order and Judgment has expired, without any appeal having been taken or (ii) if an appeal is taken, the highest court to which such appeal may be taken affirms the Final Approval Order and Judgment or dismisses the appeal without, in either case, any modification of the Final Approval Order and Judgment that is in any respect unsatisfactory to the Parties.

2.18 “Fairness Hearing” or “Final Approval Hearing” means the final hearing to be conducted by the Court, on notice to the Settlement Class, to consider approval of the Settlement and Class Counsel’s motion for approval of attorneys’ fees and reimbursement of costs and expenses. The Parties will ask the Court to schedule a Fairness Hearing approximately ninety (90) days from the entry of the Preliminary Approval Order.

2.19 “Final Approval Order” means the Order granting final approval to the Settlement.

2.20 “Property” means the physical location at which a Greenlight customer had an account for electricity supply service.

2.21 “Individual Settlement Amount” means the monetary amount calculated as of the end date of the Class Period that is allocated to each Class Member.

2.22 “Long-Form Notice” means the notice of pendency and proposed settlement of class action that the Parties will ask the Court to approve in connection with the motion for

preliminary approval of the Settlement. The Long-Form Notice, which will be available to Class Members on the website created and maintained by the Settlement Administrator, will be substantially in the form of Exhibit C to this Agreement.

2.23 “Named Plaintiff Enhancement Award” means the monetary amount awarded by the Court in recognition of the assistance provided by the Class Representative in the prosecution of this Action, the amount of which is as set forth below.

2.24 “Objection” means an objection filed with the Court by a member of the Settlement Class, objecting to any aspect of the Settlement by following the procedures set forth in Section 6.2 herein.

2.25 “Objection Deadline” means the last date on which a Class Member may object to the Settlement. The Objection Deadline will be specified in the Preliminary Approval Order and Notice.

2.26 “Opt-Out” means a request by a Class Member to be excluded from the Settlement Class by following the procedures set forth in Section 6.1 herein, the Preliminary Approval Order, and the Class Notice.

2.27 “Opt-Out Deadline” means the last date on which a Class Member may request to be excluded from the Settlement Class. The Opt-Out Deadline will be specified in the Preliminary Approval Order and Notice.

2.28 “Opt-Out Period” means the period that begins the day after the date on which the Notice is first mailed or published, and that ends no later than ninety (90) days from when the Notice is first mailed or published.

2.29 “Person” means any natural person, entity, corporation, partnership, business organization or association, or other type of legal entity.

2.30 “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

2.31 “Preliminary Approval Order” means the Order preliminarily approving the Settlement, certifying the Settlement Class for the purposes set forth in this Agreement, and approving the form of notice Class Members and will be substantially in the form of Exhibit D to this Agreement. Within seven (7) days of the Court’s entry of the Preliminary Approval Order, the Settling Parties agree to provide the Settlement Administrator with the names, last known addresses, account numbers, and total amounts paid to Greenlight for electricity for each account with Greenlight during the Class Period.

2.32 “Released Claims” means and includes any and all claims, demands, rights, damages, obligations, suits, debts, liens, contracts, agreements, judgments, expenses, costs, liabilities, and causes of action of every nature and description, whether in law or equity, arising in contract, tort, or otherwise, including claims for attorneys’ fees, expenses and costs, whether class or individual, known or unknown, suspected or unsuspected, existing now or arising in the future that Plaintiff, the Class Member, or any Class Member ever had, now has, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity against the Released Parties, whether in law or equity or otherwise and whether sounding in contract or tort, or under any state or federal statute or law, or otherwise, arising out of or relating to any conduct, act, or omission of any of the Released Parties. The Released Claims expressly include any and all claims to any governmental entity concerning the conduct otherwise covered by this Release.

2.33 “Released Party” means Greenlight and its its (i) predecessors, successors in interest, parents, subsidiaries, affiliates, and assigns and (ii) past, present, and future owners, shareholders, operators, officers, directors, employees, agents, representatives, lawyers, and insurers.

2.34 “Releasing Parties” means Plaintiff, all Settlement Class Members, Class Counsel, and any Person claiming to be his/her/its spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, devisee, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, employee or affiliate.

2.35 “Settlement Administrator” means the entity charged with determining the applicable Individual Settlement Amount for each Class Member in accordance with data provided by Greenlight after review and approval by Class Counsel. The Settlement Administrator, subject to Court approval, will be Angeion Group unless another third-party administrator is later agreed to by the Parties in writing and approved by the Court.

2.36 “Settlement Class” or “Settlement Class Members” means all Class Members that do not Opt-Out of the Settlement.

2.37 “Settlement Website” means an internet website created and maintained by the Settlement Administrator. The URL of the Settlement Website will be provided in the Short Form Notice.

2.38 “Settling Party” and “Settling Parties” means Greenlight Energy, Inc. (“Greenlight”), including its (i) predecessors, successors in interest, parents, subsidiaries, affiliates, and assigns and (ii) past, present, and future owners, shareholders, operators, officers, directors, employees, agents, representatives, lawyers, and insurers.

2.39 “Short-Form Notice” means the summary notice of the pendency and proposed settlement of class action that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement that will be mailed to Class Members. The Short-Form Notice, which will be available to Class Members on the website created and maintained by the Settlement Administrator, will be substantially in the form of Exhibit B to this

Agreement. The Short-Form Notice will include an identification number unique to each account maintained by any Class Member and information concerning the submission of an online Claim Form.

2.40 “Valid Claim” means a Claim Form submitted by the Settlement Class Member that: (a) is submitted in accordance with the directions accompanying the Claim Form and the provisions of the Settlement Agreement; (b) is, on the initial submission or following correction after receipt of a deficiency notice from the Settlement Administrator, accurately, fully, and truthfully completed, and executed by a Settlement Class Member, with all of the information requested in the Claim Form; (c) is signed physically or by e-signature of a Settlement Class Member personally, subject to the penalty of perjury; (d) is returned via mail and post-marked by the Claims Deadline, or, if submitted online, is received by 11:59 p.m. Eastern Time on the final day of the Claim Period; (e) contains all required information; and (f) is determined to be valid by the Settlement Administrator, jointly by the Parties after good-faith consultation, or by the Court.

III. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

3.1 For the purpose of this Settlement only, the Parties agree that the Greenlight Action may be certified as a class action pursuant to CPLR § 901 *et seq.* in accordance with the terms of this Agreement and without prejudice to Greenlight’s right to contest class certification in the event that this Agreement fails to become effective or is not fully implemented in accordance with its terms. If the Settlement is not approved or this Agreement fails to be fully implemented, Greenlight reserves all rights to object to any subsequent motion to certify a class in this or any other lawsuit and no representation or concession made in connection with the Settlement or this Agreement will be considered law of the case or an admission by the Settling Parties or to have

any kind of preclusive effect against the Settling Parties or to give rise to any form of estoppel or waiver by the Settling Parties in this action or any other proceeding.

3.2 The Settling Parties expressly deny any and all liability and/or wrongdoing with respect to any and all of the claims alleged in this lawsuit and any similar lawsuits and enter into this Settlement solely to compromise a disputed claim. Accordingly, any references to the alleged business practices of the Settling Parties in this Settlement, this Agreement or the related Court hearings and processes will raise no inference with respect to the truth or propriety of those business practices or any other business practices of the Settling Parties.

IV. SETTLEMENT CONSIDERATION AND PROCEDURES FOR PROVIDING BENEFITS TO SETTLEMENT CLASS MEMBERS

4.1 Benefit Available to Settlement Class Members

In order to qualify for a Benefit, Class Members must timely submit a completed Claim Form (substantially in the form of Exhibit A) to the Claims Administrator or before the Claims Deadline. Class Members may submit a Claims Form to the Settlement Administrator (i) electronically through the Settlement Website or (ii) in hard copy by mail. Claim Forms submitted electronically through the Settlement Website must be submitted by 11:59 p.m. Eastern Time on the Claims Deadline. Claim Forms submitted via mail must be postmarked on or before the Claims Deadline. The Claim Period will be ninety (90) days from the date of the initial postcard mailing. In consideration of the Settlement and Release given herein, Greenlight will make the following Benefit available to each Class Member who submits a Valid Claim:

4.2 Any Settlement Class Member that submits a Valid Claim will receive a check in the amount of five percent (5%) of all amounts paid to Greenlight during the Claims Period in connection with each variable rate electricity account that the Settlement Class Member maintained with Greenlight d. If a variable rate electricity account is maintained jointly, only one

Benefit will be paid per account, which will be made payable jointly upon submission of a Valid Claim.

4.3 The Benefits described in this Section will be available on a “claims made” basis and the Settling Party will pay or, cause to be paid, Valid Claims only. This Agreement does not create any vested property interest or unclaimed property rights for Settlement Class Members who do not timely file Valid Claims or timely negotiate any Benefits checks.

4.4 All Class Members who submit a Claim Form must provide all required information and sign (or, in the case of claims made on-line on the Settlement Administrator’s website, electronically confirm), as part of the Claim Form, an attestation under penalty of perjury that they were: (i) a Greenlight customer; and (ii) charged a variable rate for electricity by Greenlight in New York, New Jersey, Maryland, or Pennsylvania during the Class Period.

4.5 Within twenty-one (21) days of the Claims Deadline, the Settlement Administrator shall provide Greenlight a list of Settlement Class Members eligible to receive any Benefit under the Settlement, as well as all Class Members that have returned a timely request to Opt-Out of the Settlement. Greenlight will within fifteen (15) business days thereafter provide the Settlement Administrator and Class Counsel with calculations of the potential Benefit to each Settlement Class Member eligible to receive any Benefit under the Settlement.

4.6 Within thirty (30) days of the Effective Date of the Settlement, Greenlight will deliver to the Settlement Administrator the aggregate amount of funds to be deposited in the account to pay Valid Claims. Within fourteen (14) days thereafter, the Settlement Administrator will draw and mail checks payable to Class Members with Valid Claims

4.7 Class Members who are paid by check will have sixty (60) days from the date of mailing by the Settlement Administrator within which to cash or deposit those checks. The voiding

of any such check by the passage of time as described in this paragraph will not serve to invalidate the release given in Section X hereof by any Class Member who failed to timely negotiate his or her check. Individual checks that have not been negotiated and/or cashed within sixty (60) days after issuance and mailing by the Settlement Administrator, if any, will be void, and the underlying funds will be returned by the Settlement Administrator to Greenlight. A Settlement Class Member has no rights to the proceeds of any settlement check that is not timely negotiated, and any checks not timely negotiated shall be deemed the sole property of the Settling Party and shall not constitute unclaimed or abandoned property under applicable law, and shall not be subject to escheat to any state or governmental entity.

V. DUTIES OF SETTLEMENT ADMINISTRATOR AND NOTICE DISSEMINATION

5.1 The Parties will jointly ask the Court to approve Angeion Group as the Settlement Administrator. The Settlement Administrator will, subject to the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator will maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator will maintain all records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel, Counsel for the Settling Parties, the Parties, and their representatives promptly upon request.

5.2 The Settlement Administrator will be responsible for, among other things, providing notice as set forth in the Agreement, processing Claim Forms, Opt-Outs, and Objections to the Settlement (including receiving and maintaining on behalf of the Court and the Parties any Class Members' correspondence regarding Opt-Out requests from the Settlement Class), establishing the Settlement Website, and administering the payment of Valid Claims. The

Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims including but not limited to: validating Claims against Greenlight's records employing a unique identifier for each account maintained by any Class Member, which Class Members can use to access the Claim Form via the Settlement Website, and screening for multiple or fraudulent claims that are not consistent with the facts. The Settlement Administrator and Parties will have the right to audit claims, and the Settlement Administrator may request additional information from Class Members submitting claims. If any fraud is detected or reasonably suspected, the Settlement Administrator may request further information from the Settlement Class Member or deny claims, subject to the supervision of the Parties and ultimate oversight by the Court. The Settlement Administrator will approve or deny all claims, and its decision will be final and binding, except that Class Counsel and the Settling Parties will have the right to audit claims and/or to challenge the Settlement Administrator's decisions. In the event that any party disputes a decision by the Settlement Administrator, the parties will confer in good faith and, if they are able to reach agreement, direct the Settlement Administrator accordingly. Should the parties be unable to reach agreement, any party may submit the issue to the Court for resolution.

5.3 Class Members will be identified based on the records maintained by Greenlight provided that, if the Settlement Administrator determines, pursuant to the procedures set forth herein, that a Class Member's current mailing address is different from the last known mailing address, then such current mailing address will be employed for all communications with the Class Member.

5.4 No later than seven (7) days after the Court enters the Preliminary Approval Order, the Settling Party will deliver to the Settlement Administrator an electronic file ("Class Member

E-File”), in a format to be agreed upon by the Settling Party and the Settlement Administrator, containing the following related data with respect to each Class Member:

- a. The name of the Class Member;
- b. The last known address of the Class Member;
- c. The total amount each Class Member paid Greenlight for electricity for each account with Greenlight during the Class Period;
- d. The benefit to be received by each Class Member .

5.5 Upon receipt of the Class Member E-File, the Settlement Administrator will conduct a search on the National Change of Address Database of the names of all Class Members to determine if the last known mailing address appears to remain valid. The Settlement Administrator will, if appropriate, revise the last known mailing address based on the results of its search and the last known mailing address or the revised address, as appropriate, will be deemed the “Current Address” of the for purposes of the Settlement Administrator mailing the Short-Form Notice.

5.6 In the event that a Short-Form Notice is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall remail the Short-Form Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Any Short-Form Notice that is returned to the Settlement Administrator as undeliverable without a forwarding address will undergo a skip trace and, if a new address is found, the Settlement Administrator will remail the Short-Form notice to that new address. Other than as set forth above, the Settling Party and the Settlement Administrator shall have no other obligation to locate the Class Member or re-mail the Short-Form Notice.

5.7 Notwithstanding the identification of the Last Known Mailing Address and Current Address (including any forwarding address), the mailing address set forth on a Claim Form submitted by a Claimant who is determined, pursuant to the procedures set forth herein, to be a Class Member will be used by the Settlement Administrator in preparing the distribution schedule and distributing the checks.

5.8 No later than thirty (30) days after the Preliminary Approval Order, a Short-Form Notice will be provided to the Class Members by United States Mail, postage prepaid, in a preprinted double-sided postcard format. The Short-Form Notice will include an identification number unique to each Class Member, which will contain information concerning the submission of an online Claim Form.

5.9 No later than thirty (30) days after the Preliminary Approval Order, the Settlement Administrator will create and maintain a website to provide, among other things, copies of the Long-Form Notice, this Agreement, the Settlement Administrator's and Class Counsel's contact information, certain selected pleadings and Court orders from the Greenlight Action, a method for the electronic submission of Claim Forms at the appropriate time, and a method for requesting the Claim Form(s) by mail. The website will also contain a "frequently asked questions" section, subject to input and approval by the Parties, setting forth, among other things, procedures for completing and submitting a Claim Form online or by mail; procedures for requesting exclusion from the Class pursuant to the terms of the Preliminary Approval Order; procedures for objecting to the Settlement pursuant to the terms of the Preliminary Approval Order; the scheduled date for the Settlement Hearing, and deadlines relevant to the Settlement as established in the Preliminary Approval Order, including the dates for seeking exclusion from the Class, objecting to the Settlement, and filing a Claim Form.

5.10 The Settlement Administrator will be responsible for the following additional duties:

- a. Training its employees and agents to fully, accurately and without bias (i) apply the requirements set forth herein for approving or rejecting a Claim Form, (ii) communicate with Class Members, Class Counsel and the Settling Party's Counsel concerning all matters relevant to the administration of the Settlement, including via a case-specific telephone line; and (iii) perform all other functions required of the Settlement Administrator under this Agreement;
- b. Performing any tax reporting or other duties required by federal, state, or local law, including but not limited to with respect to payment of Valid Claims, collecting necessary IRS W-9 forms, and issuing an IRS Form 1099 to Claimants with Valid Claims;
- c. Maintaining adequate records of all its activities, including the dates of each mailing of the Short-Form Notice; the date when the Settlement Website became publicly accessible; returned mail from Class Members or Settlement Class Members; and other communications and attempted written or electronic communications with Class Members or Settlement Class Members;
- d. Retaining in an accessible manner all written communications with Class Members or Settlement Class Members;
- e. Preparing reports, schedules and declarations as requested by Class Counsel or the Settling Party's Counsel and/or are described herein as the responsibility of the Settlement Administrator;

- f. Preparing and mailing checks (which shall be sent in an envelope, not as a postcard) to pay Valid Claims;
- g. Referring to Class Counsel all inquiries by Settlement Class Members regarding matters not specified herein as within the scope of the Settlement Administrator's responsibilities; and
- h. Performing such other tasks as Class Counsel and the Settling Party's Counsel mutually request.

5.11 No later than twenty-one (21) days prior to the Final Approval Hearing, the Settlement Administrator will certify to the Court compliance with the notice provisions of this section.

5.12 Within fourteen (14) days after the Effective Date of the Settlement, the Settlement Administrator will establish a non-interest bearing checking account at a federally insured depository institution.

5.13 Within thirty (30) days of the Effective Date, the Settling Parties will deliver to the Settlement Administrator the aggregate amount of funds to be deposited in the account to pay Valid Claims.

5.14 Within fourteen (14) days after funding of the account, the Settlement Administrator will draw and mail checks payable to Class Members with Valid Claims.

VI. OPT OUTS AND OBJECTIONS

Subject to the Court's approval, the Parties agree that:

6.1 Opt-Out

Any potential Class Member, other than any Class Representative, may elect to be excluded from this Settlement and from the Settlement Class by Opting-Out of the Settlement Class. Any

potential Class Member who desires to be excluded from the Settlement Class must give written notice of the election to Opt-Out on or before the date specified in the Preliminary Approval Order, with copies mailed to the Settlement Administrator, Class Counsel, and counsel for Greenlight. Opt-Out requests must: (i) be signed by the Class Member who is requesting exclusion; (ii) include the full name, address, and phone number(s) of the Class Member requesting exclusion; and (iii) include a statement substantially in the following form unequivocally stating an intention to opt-out of the settlement: "I/We request to Opt-Out from the settlement in the Greenlight Action." No Opt-Out request will be valid unless all of the information described above is included along with an unequivocal statement that the Class Member wishes to opt-out of the Settlement. No Class Member, or any person acting on behalf of or in concert or participation with that Class Member, may exclude any other Class Member from the Settlement Class. The last date for Class Members to Opt-Out of the Settlement will, subject to Court approval, be on the Opt-Out Deadline contained in the Preliminary Approval Order. Class Members who timely Opt-Out of the Settlement will not be bound by the terms of this Agreement, including any releases contained herein.

The mere receipt of the Class Notice or Opt-Out request shall not be deemed an admission by the Settling Party that the recipient thereof qualifies as a Class Member.

The Class Representative affirmatively supports this Settlement and agrees not to opt out of this Settlement. Neither the Class Representative, Class Counsel, the Settling Party, nor its counsel will in any way encourage any Class Member to opt out or discourage any Class Member from participating in this Settlement.

6.2 Objections

Any Settlement Class Member who wishes to object to the Settlement must file a written Objection and/or a notice of intention to appear before the Court at the Fairness Hearing, and serve

copies on the Settlement Administrator, Class Counsel, and counsel for the Settling Party. To be heard at the Fairness Hearing, the Settlement Class Members must make an Objection in writing and file it with the Clerk of Court by the Opt-Out and Objection Deadline. The Objection must also be mailed to each of the following, received no later than the last day to file the objection: (i) Class Counsel via Jonathan Shub, SHUB LAW FIRM LLC, 134 Kings Highway E., 2nd Floor, Haddonfield, New Jersey 08033; (ii) the Settling Party's counsel via Charles A. Fitzpatrick IV, BLANK ROME LLP, One Logan Square, 130 N. 18th Street, Philadelphia, PA 19103; and (iii) the Settlement Administrator via Angeion Group, Brian Williams v. Greenlight Energy, Inc., ATTN: CLASS ACTION OBJECTIONS, P.O. Box 58220, Philadelphia, PA 19102. Any Objection must (a) attach documents establishing, or provide information sufficient to allow the Parties to confirm that the objector is a Class Member; (b) include a statement of such Class Member's specific Objection; (c) state the grounds for the Objection; (d) identify any documents such objector desires the Court to consider; (e) provide all information requested on the Claim Form. In addition, any Settlement Class Member objecting to the Settlement must provide a list of all other Objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any Court in the United States in the previous five years. If the Settlement Class Member or his/her/its counsel has not objected to any other class action settlement in the United States in the previous five years, he/she/it or their counsel will affirmatively so state in the Objection. For any Objection to be considered timely, it must be filed and mailed by the Objection Deadline contained on the Preliminary Approval Order. Objectors are barred from raising any grounds for objecting to the Settlement not expressly stated in the written Objection.

Upon the filing of an objection, Class Counsel and the Settling Party's Counsel may take the deposition of the objecting Settlement Class Member pursuant to the New York Civil Practice

Law and Rules (“CPLR”) at an agreed-upon time and location to obtain any evidence relevant to the objection. Failure by an objector to make himself or herself available for deposition or comply with expedited discovery may result in the Court striking the Objection. The Court may tax the costs of any such discovery to the objector or the objector’s counsel if the Court determines that the objection is frivolous or is made for an improper purpose. Failure of any objector to strictly adhere to the above procedure shall bar him/her/it from being heard at the Fairness Hearing.

VII. CLASS COUNSEL’S APPLICATION FOR AN AWARD OF ATTORNEYS’ FEES AND COSTS, AND NAMED PLAINTIFF ENHANCEMENT AWARD

7.1 For the purpose of this Settlement, the Parties agree, subject to Court approval, that Jonathan Shub and Kevin Laukaitis of Shub Law Firm LLC Daniel K. Bryson and Harper Segui of Whitfield Bryson LLP, Greg Coleman and Lisa White of Greg Coleman Law, and Aarthi Manohar of Kohn, Swift & Graf, P.C will be appointed Class Counsel, without prejudice to the Settling Party’s right to contest the appointment in the event that this Agreement is not fully implemented in accordance with its terms. If the Settlement is not approved or this Agreement fails to be implemented fully, the Settling Party reserves all rights to object to any subsequent motion to appoint class counsel in these or any other actions.

7.2 Class Counsel will submit to the Court an application seeking an award of not more ninety-seven thousand and five hundred dollars (\$97,500) in attorneys’ fees (“Fee Award”). The “Fee Award” also includes any and all costs and expenses incurred by Class Counsel during the Greenlight Action.

7.3 The Settling Party does not challenge Class Counsel’s request for Attorneys’ Fees and Costs up to the amounts indicated. The Settling Party will pay the Fee Award separate and apart from the amount made available for Settling Class Member claims, and no later than ten (10) business days after the Effective Date.

7.4 Class Counsel will provide the Settling Party with all necessary accounting and tax information, including W-9 forms, with reasonable advance notice to allow the Settling Party to pay the Fee Award as set forth above.

7.5 Court approval of the Fee Award will not be a condition of the Settlement. If the Court denies, in whole or part, Class Counsel's application for the Fee Award or reduces the proposed award to Class Counsel, the remainder of the terms of this Agreement will remain in effect. In addition, no interest will accrue on such amounts at any time. Neither Class Counsel nor Plaintiff will request any award inconsistent with these terms.

7.6 The Settling Party agrees to pay Administration Expenses, separate and apart from the Benefits made available for payment of Valid Claims and the Fee Award.

7.7 Class Counsel will also submit to the Court an application for a single Named Plaintiff Enhancement Award of up to seven thousand five hundred dollars and zero cents (\$7,500) for the Class Representative, Brian Williams, as compensation for his efforts in bringing the Greenlight Action and achieving the benefits of the Settlement on behalf of the Settlement Class. The Settling Party does not challenge any such application made up to the amount indicated. The Settling Party will pay the Named Plaintiff Enhancement Award approved by the Court separate and apart from the amount made available for Settling Class Member claims and attorneys' fees and expenses, within ten (10) business days after the Effective Date.

VIII. COSTS OF NOTICE AND ADMINISTRATION

The Settling Party will be responsible to pay the Administration Expenses, separate and apart from the amount made available for Class Members' claims, the Fee Award, and the Named Plaintiff Enhancement Award. Angeion Group has been selected as the Settlement Administrator

after a review and comparison of estimates made available by claims administration services contacted by both Parties.

IX. PROCEDURES FOR SETTLEMENT APPROVAL

9.1 Preliminary Approval.

Promptly after the execution of this Agreement, Plaintiff will move the Court for an order preliminarily approving this Agreement and requesting that the Court approve the form and content of the Short-Form Notice and Long-Form Notice to the Class substantially in the form of Exhibits B and C, respectively, to this Agreement, and:

- a. certifying the Settlement Class, for settlement purposes only, pursuant to CPLR § 901 *et seq.*, with Plaintiff Brian Williams appointed as Class Representative for the Settlement Class, and Jonathan Shub and Kevin Laukaitis of Shub Law Firm LLC, Daniel K. Bryson and Harper Segui of Whitfield Bryson LLP, Greg Coleman and Lisa White of Greg Coleman Law, and Aarthi Manohar of Kohn, Swift & Graf, P.C appointed as Class Counsel for the Settlement Class;
- b. setting the date of the Fairness Hearing, upon notice to the Settlement Class, to consider:
 1. whether the Settlement should be approved as fair, reasonable, and adequate and whether the Released Claims of the Settlement Class against the Released Party should be dismissed with prejudice;
 2. Class Counsel's motion for an award of attorneys' fees, costs and expenses; and
 3. the Named Plaintiff Enhancement Award.

Class Counsel will file a motion for final approval of the Settlement, and an application for the Fee Award and the Named Plaintiff Enhancement Award, no later than seventy-five (75) days following the mailing of Notice (and so at least 15 days prior to the Objection Deadline), which documents shall be provided to counsel for the Settling Party for review, comment, approval no later than five (5) business days prior to filing. Class Counsel will respond to any objections to the foregoing motions no later than seven (7) days prior to the date of the Final Fairness Hearing.

9.2 Final Approval of the Court

This Agreement and the Settlement embodied herein are subject to Final Approval by the Court. If the Settlement is approved, the Court will enter a judgment dismissing the claims asserted or that could have been asserted against the Settling Party in the Greenlight Action with prejudice. The Parties waive any right to appeal or collaterally attack a Final Approval Order entered by the Court.

If this Agreement or any part of it is materially modified by the Court or is materially modified upon appeal or remand, either Party may terminate this Agreement pursuant to Section XIV. If no Party timely elects to terminate, then the Parties will remain bound to the Settlement as so modified. For purposes of this paragraph, a “material modification” is one that significantly affects the rights or obligations of one or more of the Parties. Without limiting the foregoing and by way of illustration only, material modifications include but are not limited to: (1) any change to the scope of the Released Claims set forth in this Settlement Agreement; (2) any change to the Final Approval Order which limits or reduces any of the protections afforded to the Settling Party, (3) any increase in the cost of the Settlement to be borne by the Settling Party to be determined at the sole discretion of the Settling Party; (4) any non-trivial change to the Benefit, Class Notice, Claim Form, and/or claim process. No order or action of the Court pertaining to Attorneys’ Fees

and Costs will be considered to constitute a material modification so long as such order, action, or modification does not increase the cost of settlement to be borne by the Settling Party, and does not require that the Settling Party does anything not specifically set forth herein, or is one that significantly affects the rights or obligations of one or more of the Parties. Similarly, no order or action of the Court pertaining to the Named Plaintiff Enhancement Award will be considered to constitute a material modification so long as such order, action or modification does not increase the cost of Settlement to be borne by the Settling Party and does not require that it do anything not specifically set forth herein. Any dispute as to the materiality of any modification or proposed modification of this Agreement will be resolved by the Court.

X. RELEASES

10.1 Upon the Effective Date and without any further action by the Court or by any Party to this Agreement, Plaintiff and the Settlement Class Members and all of their administrators, executors, personal representatives, heirs, agents, attorneys, assigns, predecessors and successors, for good and sufficient consideration, the receipt and adequacy of which is acknowledged, will be deemed to, and will, in fact, have remised, released and forever discharged any and all Released Claims, which they, or any of them, had or has or may in the future have or claim to have against the Released Parties.

10.2 The Releasing Parties hereby fully releases and forever discharges the Released Parties from the Released Claims.

10.3 Without limiting the foregoing, the release specifically extends to claims that the Releasing Parties do not know or suspect to exist in their favor at the time that the Settlement, and the release contained herein, becomes effective. This paragraph constitutes a waiver of, without

limitation as to any other applicable law, including section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Releasing Parties understand and acknowledge the significance of these waivers of California Civil Code section 1542 and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, the Releasing Parties acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

10.4 Upon the Effective Date, Plaintiff and all Settlement Class Members that have not successfully opted-out of this Settlement, and all of their administrators, executors, personal representatives, heirs, agents, attorneys, assigns, predecessors and successors, shall be permanently enjoined from commencing, prosecuting, or assisting in any lawsuit or proceeding against the Released Parties on any matters within the scope of the Released Claims.

XI. FINAL JUDGMENT AND SETTLEMENT APPROVAL

This Agreement is subject to and conditioned upon the issuance by the Court of the Final Approval Order that finally certifies the Class for the purposes of this settlement, grants final approval of the Agreement, and provides the relief specified herein, which relief will be subject to

the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder.

XII. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to, and agrees with, the other Party as follows:

12.1 Each Party has had the opportunity to receive, and has received, independent legal advice from his, hers, or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

12.2 Greenlight represents and warrants: (a) that it has the requisite corporate power and authority to execute, deliver and perform the Agreement and to consummate the transactions contemplated hereby; (b) that the execution, delivery and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of the Settling Parties; and (c) that the Agreement has been duly and validly executed and delivered by Greenlight and constitutes a legal, valid and binding obligation.

12.3 Class Representative represents and warrants that he is entering into the Agreement on behalf of himself individually and as a proposed representative of the Settlement Class Members, of his own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. The Class Representative represents and warrants that he has reviewed the terms of the Agreement in consultation with Class Counsel and believes them to be fair and reasonable, and covenants that he will not file an Opt-Out request from the Settlement Class or object to the Agreement.

12.4 Plaintiff represents and warrants that no portion of any claim, right, demand, action, or cause of action against the Released Parties that Plaintiff has, may have arising out of these

lawsuits or could have asserted in these lawsuits, and no portion of any recovery or settlement to which Plaintiff may be entitled, has been assigned, transferred, or conveyed by or for Plaintiff in any manner; and no Person other than Plaintiff has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement as those of Plaintiff himself.

12.5 Neither Party relies or has relied on any statement, representation, omission, inducement, or promise of any other Party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement, or entering the Settlement provided for herein, except as expressly stated in this Agreement.

XIII. NO ADMISSIONS OF FAULT

The Agreement and every Agreement term contained in it is conditioned upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this Agreement will not be construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by Plaintiff, the Settling Parties, any Class Member or Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party. The Settling Parties expressly deny any liability, fault, or wrongdoing in any way related to any claims that were or could have been asserted in the Greenlight Action, and also deny that class certification is warranted or appropriate.

XIV. MISCELLANEOUS PROVISIONS

14.1 Termination of Agreement

This Agreement shall terminate: (a) automatically if the Court fails to approve the Agreement; (b) at the timely election of any Party, in the event of any proposed material modification of this Agreement as a condition to approval of the Settlement; (c) at the timely election of the Settling Party, in the event that one hundred (100) or more of the Class Members opt out of the Settlement Class; or (d) prior to approval of this Agreement by the Court, upon the mutual agreement of the Parties by and through their respective counsel.

14.2 Entire Agreement

This Agreement, together with the Exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter of the Settlement and supersedes all prior negotiations, communications, memoranda and agreements between the Parties. Neither Plaintiff nor the Settling Party are entering into this Agreement in reliance upon any representations, warranties or inducements other than those contained in this Agreement.

14.3 Change of Time Periods

The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Plaintiff's Counsel and the Settling Party's Counsel, without notice to Class Members except that the Settlement Administrator will ensure that such dates are posted on the Settlement Website.

14.4 Extension of Time

The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

14.5 Plaintiff's Authority

Class Counsel represent and warrant that they are authorized to take all appropriate actions required or permitted to be taken by or on behalf of the Plaintiff and, subsequent to an appropriate Court Order, the Settlement Class in order to effectuate the terms of this Agreement and are also authorized to enter into appropriate modifications or amendments to this Agreement on behalf of the Plaintiff and, subsequent to an appropriate Court Order, the Class Members.

14.6 Counterparts

This Agreement may be executed in one or more counterparts, all of which together will be deemed to be one and the same instrument. The Parties agree that a copy of the executed counterparts may be filed with the Court in connection with the motion to approve the Settlement, either in portable document format or some other suitable electronic form, as an exhibit to Plaintiff's Motion for Preliminary Approval without the need to collate and file a copy with original signatures.

14.7 Cooperation

The Parties will cooperate with the Settlement Administrator to the extent reasonably necessary to assist and facilitate the Settlement Administrator in carrying out its duties and responsibilities.

14.8 Compliance with the Confidentiality Order

Plaintiff and Class Counsel agree to comply with the terms of the Stipulation and Order for the Production and Exchange of Confidential Information entered in this matter, including, but not limited to, by destroying and/or returning any Confidential Information produced by the Settling Party in connection with the Greenlight Action within thirty (30) days of the Effective Date.

14.9 Binding Nature

This Agreement will be binding upon the heirs, executors, administrators, successors and assigns of the Plaintiff, Settlement Class Members, and the Settling Party.

14.10 Construing the Agreement

This Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been initially drafted by counsel for only one of the Parties. It is recognized that this Agreement is the result of arm's-length negotiations between the Parties, and it is acknowledged that all Parties have contributed substantially to the preparation of this Agreement; accordingly, the doctrine of *contra proferentum* will not apply in construing this Agreement, nor will any other such similar doctrine apply.

14.11 Choice of Law

This Agreement will be governed by and interpreted in accordance with the substantive common law of the State of New York, exclusive of choice of law principles.

14.12 Jurisdiction

The Parties submit to the exclusive jurisdiction of the Supreme Court of the State of New York County of Queens in the Greenlight Action for the purpose of enforcing this Agreement or implementing any part of the Settlement embodied in this Agreement.

14.13 Headings

The captions and headings employed in this Agreement are for convenience only, are not a part of the Agreement, and will not be used in construing or interpreting the Agreement.

14.14 Evidentiary Preclusion

The Parties agree that, to the fullest extent permitted by law, neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this

Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any Released Party or the appropriateness of class certification in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. In addition, any failure of the Court to approve the Settlement and/or any objections or interventions may not be used as evidence in the Greenlight Action or any other proceeding for any purpose whatsoever. However, the Released Parties may file the Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of injunctive relief, res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14.15 Effect of Non-approval

In the event that this Agreement is not approved by the Court in substantially its present form, any Objection to the Settlement is sustained by the Court, or the Settlement does not become final for any reason including Termination pursuant to Section 14.1 above, the terms and provisions of this Agreement will have no further force and effect with respect to the Parties or the Class Members, and will not be used in the Greenlight Action or in any other action or proceeding for any purpose, and any order or judgment entered by the Court in accordance with the terms of this Agreement will be treated as vacated, *nunc pro tunc*. In such event, this Agreement and all negotiations, proceedings, documents prepared and statements made in connection with this Agreement will be without prejudice to any Party or Class Member and will not be admissible or offered into evidence in any action or proceeding, and will not be deemed, asserted or construed

to be an admission or confession by any Party or any other Person or entity of any fact, matter or proposition of law, and will not be used or asserted in any other manner or for any purpose, and all Parties and Class Members will stand in the same position as if this Agreement and Settlement had not been negotiated, made or submitted to the Court.

14.16 Effectiveness, Amendments, and Binding Nature

This Agreement may be amended only in writing signed by the Parties. Except as otherwise stated above, each Party, including Plaintiff on behalf of himself and the Settlement Class, expressly accepts and assumes the risk that, if facts or laws pertinent to matters covered by this Agreement are hereafter found to be other than as now believed or assumed by that party to be true or applicable, this Agreement will nevertheless remain effective.

This Agreement is binding on, and will inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, executors, administrators, insurers, and successors in interest. All Released Parties other than Greenlight, which are Parties, are intended to be third-party beneficiaries of this Agreement.

14.17 Stay Pending Court Approval

Class Counsel and the Settling Party's Counsel agree to stay all proceedings in the Greenlight Action, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. If, despite the Parties' best efforts, this Agreement should fail to become effective, the Parties will return to their prior positions in the Greenlight Action, in accordance with Section XIV of this Agreement.

The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Class Member in, any other proceedings

against any of the Released Parties which challenges the Settlement or otherwise asserts or involves, directly or indirectly, a Released Claim.

14.18 Signatures

This Agreement may be executed in counterparts, and, when so executed, will constitute a binding original, each of which will be deemed an original but all of which together will constitute one and the same instrument. Facsimile signatures or signatures sent by email will be deemed original signatures and will be binding.

14.19 Notices

Whenever this Agreement requires or contemplates that one Party will or may give notice to the other, notice will be provided in writing by first class U.S. Mail and email to:

- a. If to Plaintiff's or Class Counsel:

Jonathan Shub
SHUB LAW FIRM LLC
134 Kings Highway E.
2nd Floor
Haddonfield, New Jersey 08033
jshub@shublawyers.com

- b. If to the Settling Party's Counsel:

Charles A. Fitzpatrick IV,
BLANK ROME LLP
One Logan Square
130 N. 18th Street
Philadelphia, Pennsylvania 19103

14.20 Good Faith

The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

14.21 Protective Orders

All orders, settlement agreements and designations regarding the confidentiality of documents and information (“Protective Orders”) remain in effect, and all Parties and counsel remain bound to comply with the Protective Orders, including the provisions to certify the destruction of “Confidential” documents.

14.22 Confidentiality

The terms of this Agreement will remain confidential until filed in the Supreme Court of the State of New York, County of Queens.

14.23 Binding on Successors

The Agreement will be binding upon, and inure to the benefit of, the heirs, and Released Parties.

14.24 Waiver

The waiver by one Party of any provision or breach of the Agreement will not be deemed a waiver of any other provision or breach of the Agreement.

14.25 Exhibits

All Exhibits to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.

14.26 Retain Jurisdiction

The Court will retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the agreements embodied in this Agreement.

14.27 Taxes

The Plaintiff, Settlement Class Members, and Class Counsel receiving funds pursuant to this Agreement shall be solely responsible for filing all information and other tax returns necessary or making any tax payments related to funds received pursuant to this Settlement Agreement. The Settling Party provides no legal advice and makes no representations to the Plaintiff, Class Members, or Class Counsel regarding the legal or tax consequences of this agreement, including any benefit or monies paid and received. The Plaintiff, Class Members, and Class Counsel shall be solely responsible for any tax or legal consequences for any Benefit paid and/or received pursuant to this Agreement.

14.28 Support From The Parties

After a full investigation, discovery and arms-length negotiations, the Parties and their counsel agree that they: (a) have independently determined that this Settlement is in the best interest of the Class; (b) will support motions for entry of the Preliminary Approval Order and Final Approval Order; and (c) will not encourage any Persons to Opt-Out or file an Objection to the Settlement or this Agreement.

14.29 Representations and Warranties by Class Counsel

Class Counsel and their respective successors, predecessors, subsidiaries, parents, transferees, assigns, affiliates, officers, directors, shareholders, owners, members, managers, general partners, limited partners, agents, attorneys, employees, representatives, contractors, clients, contractees and insurers, if any, hereby represent and warrant that they have not been retained by or know of any other person or entity that may have a claim against the Released Party other than Plaintiff.

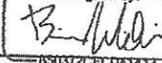
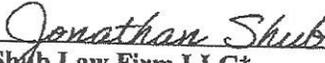
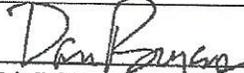
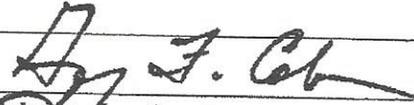
14.30 Representations and Warranties by Plaintiff

Plaintiff hereby represents and warrants that he does not know of any other person or entity that may have a claim against the Released Party other than Plaintiff.

(Signature pages follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, as of the date and year first above written.

Dated this 6th Day of August 2020.

<p>DocuSigned by:  890372CFCD41415...</p> <p>Brian Williams <i>On Behalf of Plaintiff and the Proposed Settlement Class</i></p>	<p> _____</p> <p>Greenlight Energy, Inc. By: Michael Hartofilis Title: Pres <i>On Behalf of Defendant, Greenlight Energy, Inc.</i></p>
<p> _____</p> <p>Shub Law Firm LLC* Jonathan Shub Kevin Laukaitis</p> <p>*Approved as to representations in Sections 14.29 and 14.30 only and Agreement approved as to form</p>	<p> _____</p> <p>Whitfield Bryson LLP* Daniel K. Bryson Harper Segui</p> <p>*Approved as to representations in Sections 14.29 and 14.30 only and Agreement approved as to form</p>
<p> _____</p> <p>Greg Coleman Law* Greg Coleman Lisa White</p> <p>*Approved as to representations in Sections 14.29 and 14.30 only and Agreement approved as to form</p>	<p> _____</p> <p>BLANK ROME LLP** Andrew T. Hambelton</p> <p>**Approved as to form of Agreement</p>
<p>DocuSigned by:  78005195A884154...</p> <p>Kohn, Swift & Graf, P.C Aarthi Manohar</p> <p>*Approved as to representations in Sections 14.29 and 14.30 only and Agreement approved as to form</p>	