

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-2(c)

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M-2025-3052793

In re:

ASTRAL ENERGY, LLC,

Debtor.

Case No.: 23-17424

Chapter 7

Judge: Vincent F. Papalia

AMENDED NOTICE OF MOTION FOR LEAVE TO FILE LATE PROOF OF CLAIM

TO ALL PARTIES ON THE ATTACHED SERVICE LIST

PLEASE TAKE NOTICE that on September 23, 2025 at 10:00 a.m. or as soon thereafter as this matter may be heard, the undersigned as counsel for Joseph Linardi, shall move before the Honorable Vincent Papalia, United States Bankruptcy Judge at the United States Bankruptcy Court, U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07102, for an Order for Leave to File a Late Proof of Claim in the above-captioned case, pursuant to Federal Rule of Bankruptcy Procedure 3003(c)(3) (the "Motion").

PLEASE TAKE FURTHER NOTICE that if no objection or other response is filed, the Court may grant the requested relief without further notice or hearing.

Dated: September 2, 2025

Respectfully submitted,

/s/ Matthew R. Mendelsohn

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Case no. 23-17424 VFP
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In re:

ASTRAL ENERGY, LLC,

Debtor.

Case No.: 23-17424

Chapter 7

Judge: Vincent F. Papalia

**AMENDED MOTION FOR LEAVE TO FILE
LATE PROOF OF CLAIM PURSUANT TO FED. R. BANKR. P. 3003(c)(3)**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Joseph Linardi (“Mr. Linardi” or “Claimant”), creditor of Astral Energy, LLC, respectfully moves this Court for entry of an Order allowing him to file a late proof of claim in the above-captioned case (the “Bankruptcy Case”), and in support thereof, states as follows:

I. RELEVANT BACKGROUND

1. On August 25, 2023 (the “Petition Date”), Astral Energy, LLC (“Astral Energy” or the “Debtor”) filed its voluntary petition under chapter 7 of the Bankruptcy Code, commencing the Bankruptcy Case.

A. The Class Action

2. Prior to the Petition Date, on May 18, 2018, Mr. Linardi filed a Class Action Complaint against Astral Energy, LLC in the Superior Court of New Jersey, Bergen County Division, No. BER-L-003724-18 (the "Class Action"). On April 16, 2021, Mr. Linardi and Astral Energy, LLC executed a written Settlement Agreement, which settles and resolves all of the class claims in this action. On October 22, 2021, the court entered the Final Judgment and Order granting final approval of the Settlement Agreement, attached hereto as **Exhibit A**.

3. On October 29, 2021, Astral Energy's counsel informed Mr. Linardi's counsel of Astral Energy's inability to timely pay attorneys' fees and costs in accordance with the Settlement Agreement, and proposed a payment plan over the course of five months starting December 1, 2021 and ending April 1, 2022. In order to protect the class's interest and ensure that valid class claim payments could be issued, as a courtesy, Mr. Linardi's counsel agreed to Defendant's request.

4. Astral Energy then breached its agreement. As of May 2022, Astral Energy had not remitted any payments to Mr. Linardi's counsel since December 14, 2021, thereby failing to pay four of the five monthly installments agreed upon, resulting in an outstanding balance of \$167,500 for attorneys' fees and costs. Astral Energy also failed to pay the Settlement Administrator.

5. Accordingly, on May 13, 2022, Mr. Linardi filed a motion to compel Astral Energy to comply with the terms of the Settlement Agreement in the Class Action. (See Trans ID: LCV20221903399).

6. After that motion was filed, Defendant paid the \$19,375 in attorneys fees and costs that was then overdue and began making payments to the Settlement Administrator under a payment plan that was agreed to.

7. Accordingly, on June 16, 2022 the motion to compel compliance with the Settlement Agreement was withdrawn. (See Trans ID: LCV20222287098).

8. Unfortunately, Defendant made only three payments of \$4,832.92 to the Settlement Administrator under its agreed-upon payment plan, with the last payment made on July 19, 2022, resulting in an outstanding balance of \$148,125 that was required to be paid on or before November 22, 2022. Similarly, Defendant only paid the Settlement Administration in the Class Action \$17,998.76 of the total \$32,509.49 for its settlement administration services, resulting in an outstanding balance of \$14,510.73.

9. On January 3, 2023, Mr. Linardi filed a motion to compel Astral Energy to comply with the terms of the Settlement Agreement in the Class Action. (See Trans ID: LCV202312115).

10. On January 26, 2023, the Superior Court of New Jersey entered an Order, and then a Judgement, granting Mr. Linardi's motion to compel, and ordering Astral Energy to pay the past-due attorneys' fees in the amount of \$148,125.00, past due settlement administration service fees in the amount of \$14,510.73, within ten days of the entry of the Order, and granting Mr. Linardi's request for attorneys' fees in connection with their efforts to enforce the Settlement Agreement. A copy of the Order is attached here as Exhibit B (the "Judgment"). To date, despite Mr. Linardi's counsel's effort, the past due payments remain outstanding.

B. The Bankruptcy Case

11. Astral Energy commenced the Bankruptcy Case on August 25, 2023 (the "Petition"), months after the Superior Court of New Jersey's January 26, 2023 Order directing Astral Energy to pay past-due attorneys' fees and settlement administration service fees, and attorneys' fees in connection with Mr. Linardi's and his attorneys' efforts to enforce the Settlement Agreement.

12. Astral Energy failed to include the outstanding Judgment in its bankruptcy schedules. *See* Amended Schedules A/B,D,E/F,G,H, ECF. No. 11.

13. Pursuant to the Court's September 11, 2023 Order, any added creditors or parties have until the original deadline, if any, to file a proof of claim or required supplement, or sixty days from the date of the Order, whichever is later. *See* ECF. No. 12.

14. Mr. Linardi and his counsel never received any notice of bankruptcy, notice of this Bankruptcy Petition, or any schedules or amended schedules from Astral Energy. Mr. Linardi's counsel first became aware of Astral Energy's bankruptcy filing in May 2025 and immediately reached out to Astral Energy's counsel for assistance on amending the schedule. To date, the outstanding judgment has not been satisfied.

II. LEGAL ARGUMENT

A. Basis of Claim

15. Claimant is a judgment creditor of the Debtor and possesses a right to payment pursuant to a Judgment entered by the Superior Court of New Jersey on January 26, 2023, in *Linardi v. Astral Energy, LLC*, Case No. BER-L-003724-18. *See* 11 U.S.C. § 101(5).

16. The Judgment enforced a settlement agreement requiring the Debtor to pay the past-due attorneys' fees in the amount of \$148,125.00, past due settlement administration service fees in the amount of \$14,510.73, within ten days of the entry of the Order, and granting Mr. Linardi's request for attorneys' fees in connection with their efforts to enforce the Settlement Agreement. A true and correct copy of the Order is attached hereto as Exhibit B.

B. Debtor Failed to Disclose Unsatisfied Judgments

17. Astral Energy is required to disclose all debts, including unsatisfied judgments. "Full disclosure is critical in bankruptcy cases. The Debtors cannot obtain a discharge, the

protection of the automatic stay or a ‘fresh start’ unless and until they *fully* disclose their assets, liabilities and financial affairs. This is a basic bankruptcy principle and the Debtors cannot ignore it without consequence.” *In re Toone*, 2016 Bankr. LEXIS 3759, at *21 (D. NJ. Bankr. Oct. 17, 2016). However, Astral Energy failed to include the outstanding Judgment in its bankruptcy schedules. *See* Amended Schedules A/B,D,E/F,G,H, ECF. No. 11.

C. Debtor Failed to Inform Claimant of the Bankruptcy Filing or the Claim Bar Date

18. As described above, Claimant is a judgment creditor of the Debtor and possesses a right to payment pursuant to a Judgment. “For most creditors, the fundamental right enjoyed in bankruptcy is the right to file a proof of claim because filing a claim is obviously necessary in order to participate in the distribution of the estate’s assets. . . Section 523(a)(3)(A) honors this right, by excepting from discharge, debts owed to creditors who did not know about the case in time to file a claim.” *Judd v. Wolfe (In re Judd)*, 78 F.3d 110, 114-115 (3rd. Cir. 1996) (internal citation and quotation marks omitted).

19. Here, Claimant did not receive notice of the bankruptcy filing or the claims bar date due to Astral Energy’s omission and negligence. Pursuant to Bankruptcy Rule 9006(b)(1), a court may, in its discretion, accept a late-filed proof of claim where the claimant’s failure to act timely was the result of “excusable neglect.” Fed. R. Bankr. P. 9006(b)(1). Because Claimant did not receive actual notice of the bankruptcy case or the deadline to file a proof of claim, the late filing was not due to Claimant’s willful neglect. Claimant and his counsel immediately contacted Astral Energy’s counsel after learning about its bankruptcy filing in May 2025. Unfortunately, Astral Energy refused to voluntarily amend the applicable schedules to allow Claimant’s claim.

20. Courts have allowed late filed claims under such circumstances in the interest of fairness and due process, particularly where, such as here, a creditor was not listed or noticed. *See*

In re Mazik, 592 B.R. 812, 818 (D. Pa. Bankr. Nov. 29, 2018) (holding that the requirement before an extension may be granted under the Rule 3002(c)(6)(A) is satisfied if “the debtor files a list of creditors that omits the name and address of the creditor seeking relief under the rule.”, because such omission constitutes a failure to comply with the requirement in Rule 1007(a)).

III. REQUEST FOR RELIEF

21. Claimant respectfully requests that this Court:
 - a) Grant this Motion and permit the late filing of his proof of claim;
 - b) Deem Claimant’s proof of claim as timely filed; and
 - c) Grant such other and further relief as the Court deems just and proper.

Dated: September 2, 2025

Respectfully submitted,

/s/ Matthew R. Mendelsohn

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Counsel for Joseph Linardi, Creditor

EXHIBIT A

UNOPPOSED

JOSEPH LINARDI, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

ASTRAL ENERGY LLC,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

DOCKET NO.: BER-L-003724-18

FILED

OCT 22 2021

ROBERT C. WILSON
J.S.C.

~~PROPOSED~~ FINAL APPROVAL ORDER

THIS CAUSE is before the Court on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and upon Plaintiff's Motion for Attorneys' Fees, Expenses, and Service Award Payments in the above-captioned action the ("Action") to, among other things, determine (i) whether the proposed settlement class fulfills the requirements outlined in *Rule* 4:32 of the New Jersey Rules of Court, so as to merit class certification; (ii) whether the terms and conditions set forth in the proposed settlement (the "Settlement Agreement") dated April 16, 2021, are fair, reasonable, and adequate and should be approved by the Court; (iii) whether the award for attorneys' fees and costs to Class Counsel is fair and reasonable; (iv) whether the Service Award to the Class Representative is reasonable; and having held a Final Settlement Hearing after being satisfied that notice to the Class was provided in accordance with the Court's Amended Preliminary Approval Order entered on July 22, 2021; and the Court having considered the Settlement Agreement, all papers filed and proceedings had herein, and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this litigation, and good cause appearing,

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of this Action pursuant to the Rules Governing the Courts of the State of New Jersey ("New Jersey Court Rules") and the laws of the State of New Jersey, and all acts within this Action, and over all Parties to this Action, including the Class Representative, the Class Members, and the Released Persons ("the Settling Parties").

2. For purposes of this Final Judgment and Order of Dismissal ("Judgment"), the Court adopts all defined terms as set forth in the Settlement Agreement filed in this case and all capitalized terms used in this order that are not otherwise defined herein have the meaning assigned to them in the Settlement Agreement.

3. The Class conditionally certified in the Preliminary Approval Order has been appropriately certified for settlement purposes. Class Counsel, Finkelstein, Blankinship, Frei-Pearson & Garber, LLP and Mazie Slater Katz & Freeman, LLC and the Class Representative, Mr. Joseph Linardi, have fairly and adequately represented the Class for purposes of entering into and implementing the Settlement.

4. With respect to the Settlement Class and for purposes of approving this Settlement only, this Court finds as to the Settlement Class that:

- a. the Class is so numerous that joinder of all members is impracticable;
- b. there are questions of law or fact common to the Class;
- c. the claims of the Class Representative is typical of the claims of the Class;
- d. the Class Representative will fairly and adequately protect the interests of the Class;

e. questions of law and fact common to Class Members predominate over any questions affecting only individual Class Members; and,

f. a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

5. Notice to Class Members has been provided in accordance with the notice requirement specified by the Court in the Preliminary Approval Order. Such notice:

a. constituted the best notice to Class Members that was practicable under the circumstances;

b. constituted notice that was reasonable calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object and to appear at the Final Settlement Hearing or to exclude themselves from the Settlement, and the binding effect of a class judgment;

c. was reasonable and constituted due, adequate and sufficient notice to persons entitled to be provided with notice; and

d. fully complies with the requirements of due process and the New Jersey Court Rules.

6. The Court has held a hearing to consider the fairness, reasonableness, and adequacy of the Settlement, has been advised of all objections to the Settlement, if any, and has given fair consideration to such objections.

7. The Court finds that the Settlement is the product of good faith, arm's length negotiations between the Parties.

8. The Court finds and concludes that the Settlement, as provided for in the Settlement Agreement, is in all respects fair, reasonable, and adequate and in the best interest of

the Class. As such, the Court finds and concludes that the Settlement should be approved. In reaching this conclusion, the Court has considered a number of factors, including:

- a. an assessment of the likelihood that the Class Representative and the Class would prevail at trial;
- b. the possible recovery options available to the Class Representative and the Class as a result of a trial;
- c. the consideration provided to Class Members pursuant to the Settlement, as compared to the possible recovery options discounted for the inherent risks of litigation;
- d. the complexity, expense and possible duration of such litigation in the absence of a settlement;
- e. the nature and extent of any objections to the Settlement; and
- f. the stage of proceedings at which the Settlement was reached.

9. A list of those members of the Class who have timely elected to opt-out of the Settlement and the Class and who therefore are not bound by the Settlement, the provisions of the Settlement Agreement, this order and the judgment to be entered by the Court, has been submitted to the Court and filed with the Superior Court. A copy of the list is incorporated herein by reference. All Class Members (as permanently certified below) shall be subject to all of the provisions of the Settlement, the Settlement Agreement, this Final Order and Judgment.

10. The Court finds that the Bar Order provision of this order, which prohibits the assertion of certain claims against Astral Energy and the other Released Parties, as set forth below, is a condition of the Settlement and a significant component of the consideration afforded to Astral Energy in the Settlement, and that provision is reasonable under the circumstances.

Certification Of The Class And Approval Of The Settlement

11. The Settlement and the Settlement Agreement are hereby approved as fair, reasonable, adequate and in the best interest of the Class, and the requirements of due process and R. 4:32 of the New Jersey Court Rules have been satisfied. Any objections to the Settlement and the Settlement Agreement are overruled and denied in their entirety and in all respects.

12. Based on evidence and other material submitted in conjunction with the Final Approval Hearing, the Court hereby finds and concludes that: (1) the Short Form Notice and Reminder Notice were disseminated to members of the Settlement Class in accordance with the Settlement Agreement and the Court's Preliminary Approval Order; and (2) the Long Form Notice, the Claim Form, and the Settlement Website complied with this Court's Preliminary Approval Order.

13. The Court having found that each of the elements of R. 4:32-1(a), (b)(2), (b)(3) and R. 4:32-2 of the New Jersey Court Rules are satisfied, for purposes of settlement, with respect to Astral Energy, as well as the other Released Parties, the Action is permanently certified as a Class Action with the following Settlement Class ("Class"):

All Persons, in the following utility regions, who were Astral Energy customers charged a variable rate for residential electricity and/or natural gas services by Astral Energy from January 1, 2017 to December 31, 2019: PSEG, JCPL, Atlantic City Electric, New Jersey Gas, and South Jersey Gas. Excluded from the Settlement Class are: Astral Energy; any parent, subsidiary, or affiliate of Astral Energy; any entity in which Astral Energy has or had a controlling interest, or which Astral Energy otherwise controls or controlled; any officer, director, legal representative, predecessor, or successor, or assignee of Astral Energy.

The persons identified on the list submitted to the Court as having timely and properly elected to opt-out from the Settlement and the Class are hereby excluded from the Class and shall not be entitled to any of the benefits afforded to the Class under the Settlement Agreement. The Court

re-adopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of the requirements of R. 4:32-1(a), (b)(2), (b)(3) and R. 4:32-2 of the New Jersey Court Rules as set forth in the Preliminary Approval Order and notes again that because this certification of the Class is in connection with the Settlement rather than litigation, the Court need not address the issues of manageability presented by certification of the litigation class of this Action.

14. For purposes of the Settlement only, the Class Representative Mr. Joseph Linardi, is certified as the representative of the Class and Class Counsel, Finkelstein, Blankinship, Frei-Pearson & Garber, LLP and Mazie Slater Katz & Freeman, LLC are appointed counsel to the Class. The Court concludes that Class Counsel and the Class Representative have fairly and adequately represented the Class with respect to the Settlement and the Settlement Agreement.

15. Notwithstanding the certification of the foregoing Class and appointment of the Class Representative for purposes of effecting the Settlement, if this Final Order and Judgment is reversed on appeal or the Settlement Agreement is terminated or is not consummated for any reason, the foregoing certification of the Class and appointment of a Class Representative for settlement purposes shall be void and of no further effect and the parties to the Settlement shall be returned to the status each occupied before entry of this order without prejudice to any legal argument that any of the parties to the Settlement Agreement might have asserted but for the Settlement Agreement.

Release, Released Claims And Retained Claims

16. Upon the Effective Date (as defined in the Settlement Agreement), and without any further action by the Court or by any Party to the Settlement 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 any of the Released Persons. The Releasing Parties hereby fully release and forever discharge the Released Parties from the Released Claims. 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.

The Releasing Parties understand and acknowledge the significance of these waivers and any other applicable 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.

17. Nothing in the Settlement Agreement is intended to relieve any Person who or that is not a Released Party from responsibility for his, her or its own conduct or conduct of other persons for claims that are not Released Claims.

Dismissal With Prejudice

18. The Releasing Parties shall dismiss the Action with prejudice as to Released Parties. It is the Parties' intention that such dismissal shall constitute a final judgment on the

merits to which the principles of *res judicata* shall apply to the fullest extent of the law as to the Released Parties and as to the Individual Releasees.

Request For Attorneys' Fees And Class Representative Award

19. The Court has reviewed Class Counsel's request for an award of attorneys' fees and expenses and other materials submitted in support of that request. The Court recognizes that in the Settlement Agreement, Astral Energy has agreed not to oppose an award of fees and expenses to Class Counsel of up to one hundred and ninety-seven thousand and five hundred dollars (\$197,500.00) to be paid by Astral Energy. This agreement is in addition to the benefits to be provided to members of the Class under the Settlement Agreement and will not reduce in any respect the benefits of the Settlement to the Class provided for by and through the Settlement Agreement. On the basis of its review of the foregoing, the Court hereby awards fees and expenses to Class Counsel in the aggregate amount of \$197,500.00 to be paid by Astral Energy in accordance with the provisions of the Settlement Agreement.

20. The Court has also reviewed Plaintiff's request for a Service Award in the amount of five thousand dollars (\$5,000.00) to Mr. Joseph Linardi as Class Representative. The Court recognizes that in the Settlement Agreement, Astral Energy has agreed not to oppose a Service Award of up to five thousand dollars (\$5,000.00) for the Class Representative, to be paid by Astral Energy. This agreement is in addition to the benefits to be provided to members of the Class under the Settlement Agreement and will not reduce in any respect the benefits of the Settlement to the Class provided for by and through the Settlement Agreement. On the basis of its review of the foregoing, the Court hereby grants a Service Award of \$5,000.00 to the Class Representative, to be paid by Astral Energy in accordance with the provisions of the Settlement Agreement.

21. Neither the Settlement Agreement nor any provision therein, nor any negotiations, statements or proceedings in connection therewith shall be construed as, or be deemed to be evidence of, an admission or concession on the part of the Class Representative, Class Counsel, any members of the Class, Astral Energy, Released Parties, Individual Releasees, or any other Person of any liability or wrongdoing by them, or that the claims, counterclaims and defenses that have been, or could have been, asserted in the Action are or are not meritorious, and this order, the Settlement Agreement or any such communication shall not be offered or received in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that the Class Representative, any member of the Class or any other Person has or has not suffered any damage; provided, however, that the Settlement Agreement, this Final Order and Judgment may be filed in any action by Astral Energy or any Released Party or the Class Representative or any Individual Releasee seeking to enforce the Settlement Agreement or the Final Order and Judgment by injunctive or other relief, or to assert defenses including, but not limited to *res judicata*, collateral estoppel, release, good faith settlement, judgment, bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim. Moreover, the Settlement Agreement, this order and the judgment to be entered thereon may be filed in any action by the Parties to enforce any provision(s) of the Settlement or Settlement Agreement.

22. The terms of the Settlement Agreement and this Final Order and Judgment shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings that are subject to the Releases and other prohibitions that are set forth in this order that are maintained by, or on behalf of the Releasing Parties, Class Representative and Astral Energy or any other Person subject to those provisions of this order.

23. In the event that the Effective Date cannot occur, or the Settlement Agreement is terminated in accordance with the terms and provisions of the Settlement Agreement, then this Final Order and Judgment shall be rendered null and void and be vacated and all orders entered in connection therewith by the Court shall be rendered null and void.

Entry of Judgment And Continuing Jurisdiction

24. Judgment in the form attached to this order dismissing all Released Claims with prejudice as to Astral Energy as to all Class Members, dismissing all Released Claims without prejudice as to any Class Member who properly opted-out, and all Released Claims Against Class Representative with prejudice as to the Class Representative, is hereby entered by the Court.

25. Except as otherwise provided in the Settlement Agreement, it is expressly agreed and stipulated that the Superior Court of New Jersey, Bergen County shall have exclusive jurisdiction and authority to consider, rule upon, and issue a final order with respect to suits, whether judicial, administrative or otherwise, which may be instituted by any Person, individually or derivatively, with respect to the Settlement Agreement. This reservation of jurisdiction does not limit any other reservation of jurisdiction in the Settlement Agreement nor do any other such reservations limit the reservation in this subsection. Except as otherwise provided in the Settlement Agreement, each Class Member who has not validly and timely requested to opt-out of the Settlement Agreement hereby irrevocably submits to the exclusive jurisdiction and venue of the Superior Court of New Jersey, Bergen County for any suit, action, proceeding, motion, case, controversy, or dispute relating to the Agreement (including exhibits) and the negotiation, performance or breach of same.

26. In the event of a case, controversy, or dispute arising out of the negotiation of, approval of, performance of, or breach of the Settlement Agreement, and solely for purposes for such suit, action or proceeding, to the fullest extent that they may effectively do so under applicable law, the Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Superior Court of New Jersey, Bergen County is in any way an improper venue or an inconvenient forum.

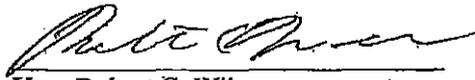
27. Without in any way affecting the finality of this Final Order and Judgment, this Court hereby retains jurisdiction as to all matters relating to:

- a. the interpretation, administration, enforcement and consummation of the Settlement Agreement; and
- b. the enforcement of the injunctions described in this order.

28. This document is a final, appealable order and shall constitute a judgment for purposes of *Rule 4:42-2* of the New Jersey Rules of Court.

Dated: ~~October 10~~, 2021

SO ORDERED:


Hon. Robert C. Wilson

I, Kerri Lynn Walsh-Wood, Deputy Clerk of the Superior Court of New Jersey the same being a Court of Record, do hereby certify that the foregoing is a true copy of the *Final Approval Order* now of the file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Hackensack, this *fourteenth* day of *February*, Two Thousand and *twenty-three*.

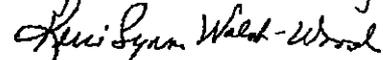

Deputy Clerk of the Superior Court

EXHIBIT B

Matthew R. Mendelsohn (ID No. 015582005)
MAZIE SLATER KATZ & FREEMAN, LLC
103 Eisenhower Parkway
Roseland, NJ 07068
Tel: (973) 228-9898
Fax: (973) 328-0303
mrm@mazieslater.com

JOSEPH LINARDI, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

ASTRAL ENERGY LLC,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO.: BER-L-003724-18

CIVIL ACTION.

ORDER

GRANTED

THIS MATTER having been brought before the Court by Mazie Slater Katz & Freeman, LLC, counsel for Plaintiff, on motion for an Order enforcing the settlement and compelling Defendant's compliance with the Court's Final Approval Order and the Court having reviewed the moving papers and opposition, if any, and for good cause shown,

IT IS on this 26th day of January 2023,

ORDERED that Plaintiff's motion to compel Defendant to comply with the Settlement Agreement and the Court's Final Approval Order is GRANTED; and it is further

ORDERED that Defendant shall pay the past-due counsel fees of \$148,125.00 to Plaintiff's counsel within ten (10) days of the date of this Order; and it is further

ORDERED that Defendant shall pay \$14,510.73 past-due to Angeion Group within ten (10) days of the date of this Order; and it is further

ORDERED that Plaintiff's counsel's request for attorney fees in connection with their efforts to enforce the Settlement Agreement and this motion is GRANTED; and it is further

~~ORDERED that Plaintiff's counsel shall submit an affidavit of services within ten (10) days of the date of this Order; and it is further~~

ORDERED that a copy of this Order shall be served on all counsel of record within seven (7) days of the date hereof.


HONORABLE ROBERT C. WILSON, J.S.C.

Opposed
 Unopposed

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-2(c)

Matthew R. Mendelsohn
Mazie Slater Katz & Freeman, LLC
103 Eisenhower Parkway, Ste 207
Roseland, New Jersey 07068
tel (973) 228-0391
fax (973) 228-0303
mrm@mazieslater.com

Counsel for Joseph Linardi, Creditor,

In re:

ASTRAL ENERGY, LLC,

Debtor.

Case No.: 23-17424

Chapter 7

Judge: Vincent F. Papalia

**AMENDED ORDER GRANTING CREDITOR JOSEPH LINARDI'S
MOTION FOR LEAVE TO FILE LATE PROOF OF CLAIM**

The relief set forth on the following page, numbered two (2) is hereby **ORDERED**.

(Page 2)

Debtor: Astral Energy, LLC
Case No.: 23-17424
Caption of Order: Amended Order Granting Creditor Joseph Linardi's Motion for Leave to File Late Proof of Claim

THIS MATTER having been opened to the Court by Joseph Linardi's *Amended Motion For Leave to File Late Proof of Claim* dated August 27, 2025, seeking an order, pursuant to Federal Rule of Bankruptcy Procedure 3003(c)(3).

Now upon the Court's (i) consideration of the Motion and the relief requested; (ii) finding that proper and adequate notice of the Motion have been given and that no other or further notice is necessary; (iii) determining that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and (iv) due deliberation, and finding sufficient cause exists for the granting of the relief sought by the Motion, it is hereby

ORDERED that the Motion is granted and any objections thereto are overruled; and it is Further

ORDERED, that Joseph Linardi shall file a Proof of Claim in the form attached as Exhibit A within ___ days of the date of this Order and that Proof of Claim shall be deemed timely filed; and it is further

ORDERED, that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

EXHIBIT A

Fill in this information to identify the case:

Debtor 1 Astral Energy, LLC
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court for the: District of New Jersey
Case number 23-17424

Official Form 410 Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Joseph Linardi, on behalf of himself and all others similarly situated</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Mazie Slater Katz & Freeman, LLC</u> Name <u>103 Eisenhower Parkway, Ste 207</u> Number Street <u>Roseland NJ 07068</u> City State ZIP Code Contact phone <u>(973) 228-0391</u> Contact email <u>mrm@mazieslater.com</u> Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>Mazie Slater Katz & Freeman, LLC</u> Name <u>103 Eisenhower Parkway, Ste 207</u> Number Street <u>Roseland NJ 07068</u> City State ZIP Code Contact phone <u>(973) 228-0391</u> Contact email <u>mrm@mazieslater.com</u>
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	Filed on _____ MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 162,635.73. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Outstanding Class Action Judgement

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____

Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____

Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____
MM / DD / YYYY

Signature _____

Print the name of the person who is completing and signing this claim:

Name Matthew R. Mendelsohn
First name Middle name Last name

Title _____

Company Mazie Slater Katz & Freeman, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 103 Eisenhower Parkway, Ste 207
Number Street

Roseland NJ 07068
City State ZIP Code

Contact phone (973) 228-0391 Email mrm@mazieslater.com

MAZIE SLATER KATZ & FREEMAN
Counsellors at Law
103 Eisenhower Parkway - Suite 207
Roseland, New Jersey 07068



quadiant
FIRST-CLASS MAIL
IMI
\$003.28[®]
09/03/2025 ZIP 07068
043M31253706

First Class Mail

Secretary's Bureau
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
2nd Floor, Room-N201
Harrisburg, PA 17120