

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

ANGELA ZBOROWSKI, on behalf of herself
and all others similarly situated,

Plaintiff(s),

v.

McCARTHY & JENNERICH, Attorneys At Law;
and JOHN DOES 1-25,

Defendant(s).

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: Civil Action No. 2:12-cv-3628 (MF)
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: **FINAL ORDER AND JUDGMENT**
: **APPROVING SETTLEMENT,**
: **CERTIFYING SETTLEMENT CLASS,**
: **AWARDING ATTORNEYS' FEES AND**
: **EXPENSES, AWARDING INCENTIVE**
: **PAYMENT TO NAMED PLAINTIFF**
: **AND DISMISSING ACTION**
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:

This matter having come before the Court on September 24, 2014 upon the plaintiff's and defendant's joint motion for final approval of the class action settlement and certification of the class for settlement purposes, as well as plaintiff's unopposed motion for an award of attorneys' fees and expenses and incentive payment to the named plaintiff, and upon review and consideration of the settlement agreement and general release and any exhibits annexed thereto, the evidence and arguments of counsel presented at the Court's final fairness hearing, and the submissions filed with this Court, IT IS HEREBY ORDERED and adjudged as follows:

Pursuant to Federal Rule of Civil Procedure 23(e), the settlement of this action, as embodied in the terms of the settlement agreement and general release, except as modified herein, is hereby finally approved as a fair, reasonable and adequate settlement of this action in light of the factual, legal, practical and procedural

considerations raised by this action. The settlement agreement and general release, except as modified herein, is hereby incorporated by reference into this Final Order and Judgment Approving Settlement, Certifying Settlement Class, Awarding Attorneys' Fees and Expenses, Awarding Incentive Payment to Named Plaintiff and Dismissing Action ("Order"). Capitalized terms in this Order shall, unless otherwise defined, have the same meaning as in the settlement agreement and general release.

FINAL ORDER AND JUDGMENT

On June 15, 2012, plaintiff Angela Zborowski ("Zborowski" or "Class Representative") filed the above-captioned class action lawsuit (the "Lawsuit") against defendant McCarthy & Jennerich ("M&J" or "defendant"). Zborowski asserted class claims against M&J under the Fair Debt Collection Practices Act, 15 U.S.C. 1692 et seq. ("FDCPA").

M&J denied any and all liability alleged in the Lawsuit.

After extensive arms-length negotiations and discovery, Zborowski and M&J (collectively the "Parties") entered into a settlement agreement and general release (the "Agreement") which is subject to review under Fed. R. Civ. P. 23.

On January 10, 2014, the Parties filed the Agreement and their motion for preliminary approval of class action settlement.

M&J served written notice of the proposed class action settlement in compliance with the Class Action Fairness Act of 2005.

On February 19, 2014, upon consideration of the Parties' joint motion for preliminary class action settlement approval and the record, the Court entered an Order of Preliminary Approval of Class Action Settlement. Pursuant to the Preliminary

Approval Order, the Court, among other things: (i) preliminarily certified (for settlement purposes only) a class of plaintiffs (“Class Members”) with respect to the claims asserted in the Lawsuit; (ii) preliminarily approved the proposed settlement; (iii) appointed Zborowski as the Class Representative; (iv) appointed Joseph Jones, Esq. and Laura Mann, Esq. as Class Counsel; and (v) set the date and time for the Final Fairness Hearing.

On September 19, 22 and 23, 2014, the Parties filed various pleadings in support of their joint motion for final approval of class action settlement.

On September 24, 2014 at 10:00 a.m. EST, a Fairness Hearing was held pursuant to Federal Rule of Civil Procedure 23 to determine whether the Lawsuit satisfies the applicable prerequisites for class action treatment and whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interest of the Class Members and should be approved by the Court.

The Parties now request final certification of the settlement class under Federal Rule of Civil Procedure 23(b)(3) and final approval of the proposed class action settlement.

The Court has read and considered the Agreement, final approval motion and record, and finds as follows:

The Court has jurisdiction over the subject matter of the Lawsuit and over all settling parties hereto.

Pursuant to Federal Rule of Civil Procedure 23(b)(3), the Lawsuit is hereby certified as a class action on behalf of the following class of plaintiffs with respect to the claims asserted in the Lawsuit: any person who received a letter from

defendant, dated at any time during the Class Period (i.e., from June 16, 2011 to December 20, 2013), concerning a debt allegedly owed to Bald Eagle Village Condominium Association, Inc.

There are 43 Class Members.

Pursuant to Federal Rule of Civil Procedure 23, the Court certifies plaintiff Angela Zborowski as the Class Representative, and Joseph Jones, Esq. and Laura Mann, Esq. as Class Counsel.

Pursuant to the Court's Preliminary Approval Order, the approved class action notices were mailed to Class Members in conformity with this Court's Preliminary Approval Order, satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2)(B) and due process, and constituted the best notice practicable under the circumstances. The Court finds that the notice was clearly designed to advise the Class Members of their rights.

The Court finds that the Lawsuit satisfies the applicable prerequisites for class action treatment under Federal Rule of Civil Procedure 23, namely: (a) the Class Members are so numerous that joinder of all of them in the Lawsuit is impracticable; (b) there are questions of law and fact common to the Class Members, which predominate over any individual questions; (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class Representative and Class Counsel have fairly and adequately represented and protected the interests of all of the Class Members; and (e) class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

The Court finds that the settlement of the Lawsuit, on the terms and conditions set forth in the Agreement, except as modified herein, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Class Members, especially in light of the benefits to the Class Members; the strengths and weaknesses of the plaintiff's case; the complexity, expense, and probable duration of further litigation; the risk and delay inherent in possible appeals; the risk of collecting any judgment obtained on behalf of the class; and the limited amount of any potential recovery for the class.

The Agreement, except as modified herein shall be deemed incorporated herein, and the proposed settlement is finally approved and shall be consummated in accordance with the terms and provisions therefor, except as amended by any order issued by this Court. The material terms of the Agreement include but are not limited to, the following: (a) payment to Zborowski for her individual statutory damage claim and for her services on behalf of the Class in the amount of \$1,000.00; (b) aggregate payment to the Class in the amount of \$3,000, divided equally among the Class Members; (c) payment to Class Counsel in the amount of \$19,500 for fees and litigation expenses; and (d) individual written notice to the Class Members, the cost of which is to be borne by M&J and which has been done.

The Class Members were given an opportunity to opt out and/or object to the settlement. No opt out requests or objections were filed in this case.

This order is binding on all Class Members.

The Class Representative, Class Members, and their successors and assigns are permanently barred and enjoined from instituting or prosecuting, either

individually, as a class, or in any other capacity, any of the Released Claims against any of the Released Parties, as set forth in the Agreement. Pursuant to the release contained in the Agreement, the Released Claims are compromised, settled, released, discharged, and dismissed with prejudice by virtue of these proceedings and this order.

The Lawsuit is hereby dismissed with prejudice in all respects.

This order is not, and shall not be construed as, an admission by defendant of any liability or wrongdoing in this or in any other proceeding.

~~The Court hereby retains continuing and exclusive jurisdiction over the Parties and all matters relating to the Lawsuit and/or Agreement, including the administration, interpretation, construction, effectuation, enforcement, and consummation of the settlement and this order.~~

IT IS SO ORDERED this 10 day of December,

2014.

A handwritten signature in black ink, appearing to read "Mark Falk", enclosed in a rectangular box.

HONORABLE MARK FALK, U.S.M.J.