

On March 4, 2008, Plaintiff William Moore filed a class action complaint against the NCO Defendants in the Superior Court of New Jersey, Middlesex County Law Division, captioned as *William Moore, on behalf of himself and those similarly situated v. NCO Financial Systems, Inc., NCO Portfolio Management, Inc. and John Does 1 to 25*, Civil Action No. L-1685-08 (hereinafter referred to as the “Moore Lawsuit”), asserting class claims under the FDCPA substantially similar to those claims asserted in the Meekins Lawsuit.

On May 6, 2008, the NCO Defendants removed the Moore Lawsuit to the United States District Court for the District of New Jersey, docketed as Civil Action No. 08-02204. On October 27, 2008, the Moore Lawsuit was consolidated with the Meekins Lawsuit. The resulting above-numbered and captioned consolidated matter is hereinafter referred to as the “Consolidated Class Action.”

The NCO Defendants have denied all liability alleged in the Meekins Lawsuit, the Moore Lawsuit, and the Consolidated Class Action.

On April 30, 2009, after extensive arms-length negotiations, the Parties entered into a Class Action Settlement Agreement (hereinafter referred to as the “Agreement”), which is subject to review under Fed. R. Civ. P. 23.

On June 10, 2009 the Parties filed the Agreement, along with their Motion for Preliminary Approval of Class Action Settlement (hereinafter referred to as the “Preliminary Approval Motion”).

In compliance with the Class Action Fairness Act of 2005, Pub. L. No. 109-2, 119 Stat. 4, NCO served notices of the proposed settlement on the appropriate federal and state officials on June 17, 2009.

On July 16, 2009, upon consideration of the Parties' Preliminary Approval Motion and the record, the Court entered an Order of Preliminary Approval of Class Action Settlement (hereinafter referred to as the "Preliminary Approval Order"). Pursuant to the Preliminary Approval Order, the Court, among other things, (i) preliminarily certified (for settlement purposes only) a class of plaintiffs (hereinafter referred to as "New Jersey Class Members") with respect to the claims asserted in the Consolidated Class Action; (ii) preliminarily approved the proposed settlement and Stipulation and Order for Permanent Injunction (hereinafter referred to as the "Stipulated Injunction"); (iii) appointed Elizabeth Meekins and William Moore as the Class Representatives; (iv) appointed Andrew R. Wolf (Galex Wolf, LLC), Glen H. Chulsky (Law Office of Glen H. Chulsky), and Joseph K. Jones (Law Offices of Joseph K. Jones, LLC) as Class Counsel; and, (v) set the date and time of the Fairness Hearing.

On September 22, 2009, the Parties filed their Motion for Final Approval of Class Action Settlement (hereinafter referred to as the "Final Approval Motion").

On September 29, 2009, a Fairness Hearing was held pursuant to Fed. R. Civ. P. 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 New Jersey Class Members and should be approved by the Court.

The Parties now request final certification of the settlement class under Fed. R. Civ. P. 23(b)(2) and final approval of the proposed class action settlement.

The Court has read and considered the Agreement, Final Approval Motion, and record. All capitalized terms used herein have the meanings defined herein and/or in the Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court has jurisdiction over the subject matter of the Consolidated Class Action and over all settling parties hereto.

2. CLASS MEMBERS – Pursuant to Fed. R. Civ. P. 23(b)(2), the Consolidated Class Action is hereby finally certified, for settlement purposes only, as a class action on behalf of the following New Jersey Class Members with respect to the claims asserted in the Lawsuit:

All persons residing in the State of New Jersey who were sent an AT&T Letter between March 3, 2007, and the day the Order of Preliminary Approval of Class Action Settlement was entered, *i.e.*, July 16, 2009.

3. “AT&T Letter” means any dunning or collection letter sent by NCO concerning an unpaid debt originally alleged to be owed to AT&T, which seeks to collect interest said to be due and owing on such alleged unpaid debt.

4. CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT
– Pursuant to Fed. R. Civ. P. 23, the Court finally certifies Plaintiffs Elizabeth Meekins

and William Moore as the Class Representatives; and Andrew R. Wolf (Galex Wolf, LLC), Glen H. Chulsky (Law Office of Glen H. Chulsky), and Joseph K. Jones (Law Offices of Joseph K. Jones, LLC) as Class Counsel.

5. NOTICES – Pursuant to Fed. R. Civ. P. 23(b)(2) and the Court's Preliminary Approval Order, notice to the New Jersey Class Members was unnecessary. Notice of the settlement to Plaintiffs constituted due and sufficient notice to the New Jersey Class Members.

6. FINAL CLASS CERTIFICATION – The Court finds that the Consolidated Class Action satisfies the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23, namely:

- A. The New Jersey Class Members are so numerous that joinder of all of them in the Consolidated Class Action is impracticable;
 - B. There are questions of law and fact common to the New Jersey Class Members, which predominate over any individual questions;
 - C. The claims of the Plaintiffs are typical of the claims of the New Jersey Class Members;
 - D. The Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of all of the New Jersey Class Members; and
 - E. Class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy.
7. The Court finds that the settlement of the Consolidated Class Action, on the

terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the New Jersey Class Members, especially in light of the benefits to the class members; the strength of the Plaintiffs' cases; 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 total recovery for the class.

8. EXCLUSIONS – In compliance with Fed. R. Civ. P. 23(b)(2), the New Jersey Class Members were not permitted to exclude themselves from the class.

9. OBJECTIONS – The New Jersey Class Members were given an opportunity to object to the settlement. No New Jersey Class Members objected to the settlement.

10. STIPULATED INJUNCTION – The Court finally approves the Stipulated Injunction, which is attached hereto as Exhibit A and is hereby entered.

11. SETTLEMENT TERMS – The Agreement, which is attached hereto as Exhibit B and shall be deemed incorporated herein, and the proposed settlement are finally approved and shall be consummated in accordance with the terms and provisions thereof, 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. NCO must pay each Plaintiff \$2,500 for her/his services as the Class Representatives;

B. NCO must comply with the aforementioned Stipulated Injunction; and

C. NCO must pay Class Counsel a total of \$55,000 in attorneys' fees, costs, and expenses.

12. RELEASE OF CLAIMS AND DISMISSAL OF LAWSUIT – The Class Representatives, Class Members, and their successors and assigns are permanently barred and enjoined from instituting or prosecuting, either individually or 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.

13. The Lawsuit is hereby dismissed with prejudice in all respects.

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

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

IT IS SO ORDERED.

DATED: Sept 29-09

M ex Arto
UNITED STATES DISTRICT COURT JUDGE