

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

RUTHA SMITH, EXECUTRIX OF THE)	
ESTATE OF FRANKLIN SMITH, on behalf of)	Civil Case No: 2:10-cv-03922-MCA
herself and all others similarly situated,)	
)	
Plaintiff(s),)	
)	
v.)	
)	
HERITAGE FINANCIAL RECOVERY)	
SERVICES; and NNJCAB, INC.; and JOHN)	
DOES 1-25,)	
)	
Defendants.)	
)	

**ORDER AND FINAL JUDGMENT APPROVING THE
CLASS ACTION SETTLEMENT AND DISMISSING CASE WITH PREJUDICE**

This matter comes before the Court on the joint request of Plaintiff and Defendant for final approval of the Class Action Settlement Agreement (the "Settlement Agreement"). *on Oct 17, 2011*

By consent of the parties, the Court has certified the following class of persons for purposes of settlement only:

All New Jersey consumers who received (after August 1, 2009) collection letters and/or notices from the Defendant that contained the following phrase (or a substantially similar phrase):

"If you have filed for bankruptcy please provide us with your Attorney's name and number so that we can close our files and return them to your creditor so that they may do the same."

1. Final Approval.

The Court finds that the settlement is fair, reasonable, and adequate, and, accordingly, the Court approves the settlement and directs that the parties implement it, as follows:

a. The parties are directed to implement the Settlement Agreement in accordance with all its terms.

b. The parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

c. Plaintiff and all Class Members shall be deemed to have, and by operation of law shall have, fully, finally, and forever released and discharged all released claims against each and all of the Released Parties. The class members in this action do not hereby release individual claims for damages against the Released Parties.

2. Attorneys' Fees and Expenses.

The Court awards to Class Counsel (Joseph K. Jones), attorneys' fees, costs and litigation expenses in the stipulated of \$ 13,000.00., which the Court finds was necessary and reasonable in the prosecution of this action.

3. Injunction.

The Court bars and permanently enjoins all Class Members from instituting, prosecuting or participating any class action or proceeding against Defendant for liability in any way related to the claims in this case. The class members in this action do not hereby release individual claims for damages against the Released Parties.

4. Denial of Liability.

The Court notes that the parties deny any liability to each other or to the Class for any matter whatsoever. Without conceding any infirmity in their claims or defenses, and while continuing to deny all allegations of liability, the parties consider it desirable that the action be dismissed and that all the claims be released in order to avoid further expense, dispose of

burdensome and protracted litigation and put to rest all claims which have or could have been asserted in this case.

5. Jurisdiction.

The Court finds that it has jurisdiction over the subject matter of the action, the parties and the Class Members. Without affecting the finality of the judgment, the Court reserves exclusive and continuing jurisdiction and venue with respect to the consummation, implementation, enforcement, construction, interpretation, performance, and administration of the Settlement Agreement or Judgment.

M. G. Aluw

M. G. Aluw USPTO

Nov 28 - 2011