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

ANDREA UBALDI, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

ALLIANCEONE RECEIVABLES
MANAGEMENT, INC., and
JOHN DOES 1-25,

Defendant.

Civil Action No.: 2:14-CV-06898 SRC-CLW

██████████ FINAL APPROVAL ORDER AND JUDGMENT

WHEREAS, the above-referenced action currently is pending before this Court, seeking equitable relief and alleging violations of the Federal Fair Debt Collections Practices Act, 15 U.S.C. § 1692 *et seq.*, against Defendant, AllianceOne Receivables Management, LLC by Andrea Ubaldi as Representative Plaintiff. Defendant has and continues to deny all of the allegations in this action and has asserted numerous defenses to Representative Plaintiff's claims.

WHEREAS, on January 7, 2016 this Court entered the Amended Preliminary Approval Order [ECF Document 16] preliminarily approving the settlement of the action pursuant to the Settlement Agreement negotiated between the parties which, together with the exhibits annexed to the preliminary and final motions for class settlement approval and attorneys fees, sets forth the terms and conditions of the Settlement and for dismissal of this Action in its entirety with prejudice as against all Settling Parties, as defined in the Settlement Agreement upon the terms and conditions set forth therein;

WHEREAS, counsel for the parties appearing before this Court have requested final approval of the Settlement;

WHEREAS, due and adequate notice of the Settlement having been given pursuant to the Preliminary Approval Order and Settlement Agreement, and the Court having considered all papers filed and proceedings had herein, and good cause appearing therefore, it is HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. All terms and phrases used hereafter in this Final Approval Order and Final Judgment shall have the same meanings ascribed to them as in the Settlement Agreement, unless otherwise noted.
2. This Court has jurisdiction over the subject matter of the Action and over all Parties, including all Settlement Class Members.
3. This Court previously preliminarily approved the Settlement. This Court hereby finally approves the Settlement, finds that said Settlement is, in all respects, fair, reasonable and adequate to, and in the best interests of, the Settlement Class Members (as defined in the Motions), and hereby directs that it shall be effectuated in accordance with its terms. The Court further finds that the Settlement Class meets all of the requirements of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure and that Plaintiff and Class Counsel are adequate representatives of the Settlement Class.
4. In giving final approval of the Settlement, this Court finds that the Settlement Class Members consist of all persons who did not exclude themselves from the Settlement and the Settlement Class as defined in the Preliminary Approval Order
5. This Court hereby dismisses the Action in its entirety on the merits and with prejudice.

6. As of the date this Order becomes Final, the Representative Plaintiff, each Settlement Class Member, and Defendant acknowledge full satisfaction of, and fully, finally and forever settle, release and discharge the Released Parties of and from, all Released Claims. The Representative Plaintiff, each Settlement Class Member, and Defendant shall be bound by this Order and the Settlement Agreement and all of their Released Claims shall be released as against the Settling Parties, even if they never received actual notice of the Settlement prior to the Final Approval Hearing.

7. The Class Notice of the Settlement provided to the Settlement Class pursuant to the Preliminary Approval Order and the Agreement was the best notice practicable under the circumstances of this case. Said Class Notice provided valid, due and sufficient notice of the Action, and of the proposed Settlement, to all persons entitled to such notice, and said Class Notice fully satisfies the requirements of due process and the Federal Rules of Civil Procedure.

8. Defendant has timely filed notifications of this settlement with the appropriate officials pursuant to the Class Action Fairness Act of 2005 ("CAFA"), Pub. L. No. 109-2, 119 Stat. 4, 7-8 (2005), effective February 18, 2005, codified at 28 U.S.C. §§ 1711-1715. These notifications apprised the appropriate officials that, in connection with the approval of this settlement, Defendant would seek certification from this Court that their respective notifications complied with any applicable CAFA requirements.

9. The Court hereby approves the Settlement Agreement and the payments pursuant thereto as fair and adequate, and the Settlement Administrator is directed to administer the Settlement Agreement in accordance with its terms and provisions.

10. The Court hereby approves the payment of One Thousand Dollars (\$1,000.00) to the named Plaintiff.

11. The Court hereby approves the payment of attorneys' fees in the amount of Twenty Five Thousand Dollars (\$25,000.00) plus costs in the amount of Five Hundred Ninety Five Dollars (\$595.00).

12. In the event that the Settlement Agreement is terminated in accordance with its terms or with the terms of any other agreement between the Parties, or this Final Approval Order and Judgment is reversed on appeal or otherwise does not become Final, (i) this Final Approval Order and Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*.

13. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Settling Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Settling Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. The Settling Parties may file the Agreement and/or the Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of 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. Without affecting the finality of this Final Approval Order and Judgment in any way, this Court hereby retains continuing jurisdiction over, inter alia: (a) implementation and administration of the Settlement; (b) distribution of benefits to Settlement Class Members under the terms of the Agreement; and (d) all Parties hereto, for the purpose of enforcing and administering the Settlement.

15. The Parties shall bear their own attorneys' fees and costs, except as otherwise provided in the Settlement Agreement and ordered by this Court.

IT IS SO ORDERED:

Dated: 5/4/16





Hon.,