

Not for Publication

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

	:	
<b>DORIS GRIFFIN, on behalf of herself</b>	:	
<b>and all others similarly situated,</b>	:	
	:	<b>Civil Action No. 16-1234 (ES) (MAH)</b>
<b>Plaintiff,</b>	:	
	:	<b>ORDER</b>
<b>v.</b>	:	
	:	
<b>M.L. ZAGER, P.C.; and JOHN</b>	:	
<b>DOES 1-25</b>	:	
	:	
<b>Defendant.</b>	:	
	:	

**SALAS, DISTRICT JUDGE**

This matter comes before the Court on (1) a joint motion for final approval of a settlement between Plaintiff Doris Griffin and Defendant M.L. Zager, P.C. (D.E. No. 27); and (2) Settlement Class Counsel’s motion seeking an award of reasonable costs, attorneys’ fees, and statutory damages (D.E. No. 26). The Court held a Fairness Hearing on June 13, 2017 (D.E. No. 28 (“Fairness Hearing”)) and has received no objections or opt-out requests. The Court has also considered the parties’ submissions in connection with the foregoing applications. Accordingly, the Court orders and finds as follows:

1. The Court has subject-matter jurisdiction over this action.
2. The Court has personal jurisdiction over the parties in this action.
3. The following Settlement Class is certified pursuant to Federal Rule of Civil

Procedure 23(b)(3):

All consumers in the State of New Jersey to whom Zager sent a written communication which is materially similar to the form attached as Exhibit A to Plaintiff’s Complaint, in an attempt to collect a debt, which was not returned as

undeliverable by the United States Post Service, during the period beginning March 3, 2015 to March 3, 2016 (“the Settlement Class”).

4. Based on the parties’ submissions: (A) the Settlement Class as defined is sufficiently numerous such that joinder is impracticable; (B) common questions of law and fact predominate over any questions affecting only individual Settlement Class members; (C) Plaintiff’s claims are typical of the Settlement Class members’ claims; (D) Plaintiff is an appropriate and adequate representative for the Class, and her attorney, Joseph K. Jones, is hereby appointed Class Counsel; and (E) a class action is the superior method for the fair and efficient adjudication of the claims of the Settlement Class members.

5. The Court approved a form notice for mailing to the Settlement Class. The Court is informed that actual notice was sent by first-class mail to approximately 124 Settlement Class members (regarding approximately a total of 232 written communications) by Logan & Company, Inc., the third-party settlement administrator. A total of one envelope was forwarded by the US Postal Service to a more recent address in response to the address-service request. A total of 10 envelopes were returned by the US Postal Service, and then re-mailed after a search for more recent addresses. No Settlement Class members requested exclusion, and no objections were filed or received. A total of 27 Settlement Class members returned the proof-of-claim form. 26 Settlement Class members returned the proof-of-claim form with a postmark before the April 10, 2017 deadline. One Settlement Class member returned the proof-of-claim form with a postmark after the April 10, 2017 deadline. 26 Settlement Class members are entitled to a share of the monetary benefits of the settlement.

6. On June 13, 2017, the Court held a fairness hearing to which Settlement Class members, including any with objections, were invited.

7. The Court finds that provisions for notice to the Settlement Class satisfy the requirements of due process pursuant to the Federal Rules of Civil Procedure, including Rule 23, the United States Constitution, and any other applicable law.

8. The Court finds that the settlement is fair, reasonable, and adequate and hereby finally approves the Agreement submitted by the parties, including the Release and payments by Zager. In accordance with the terms of the Agreement, Zager shall make the following payments:

a. Zager will create a class settlement fund of \$3,000.00 (“Class Recovery”), which the Class Administrator, Logan & Company, Inc., will distribute pro rata among those Settlement Class members who did not exclude themselves and who timely returned a claim form (“Claimants”). Claimants will receive a pro rata share of the Class Recovery by check. Checks issued to Claimants will be void sixty (60) days from the date of issuance. If any portion of the Class Recovery remains after the void date on the Claimants’ checks, these remaining funds will be distributed to the National Consumer Law Center in accordance with the Agreement.

b. Zager shall pay Plaintiff \$1,000.00.

c. Zager shall pay Class Counsel \$28,000.00 in full satisfaction for attorneys’ fees and costs incurred in the action. Class Counsel shall not request additional fees or costs from Zager or the Settlement Class members.

9. The parties grant the following releases:

a. Plaintiff, including each and every one of his respective agents, representatives, attorneys, heirs, assigns, or any other person acting on his behalf or for his benefit, and any person claiming through him (collectively, “Releasers”), releases and discharges Zager, as well as its parent corporations, predecessors and successors in interest

and present and former affiliates, subsidiaries, insurers, officers, directors, agents, employees, members, shareholders, general partners, limited partners, beneficiaries, representatives, partners, attorneys, or assigns, (in their respective capacities as officers, directors, agents, employees, members, shareholders, general partners, limited partners, beneficiaries, attorneys, or assigns for Zager) (collectively, “Released Parties”), from all causes of action, suits, claims, or demands, in law or in equity, known or unknown at this time which Releasors now have or ever had against the Released Parties, or any of them, under any legal theory, whether or not alleged, related to or arising from matters that occurred from the beginning of time up through the Effective Date as defined in the Class Settlement Agreement. Without limiting the generality of the foregoing, Releasors release the Released Parties of all claims that were made or that could have been made in this lawsuit including all claims relating to Zager’s collection activity.

b. Each member of the Settlement Class who did not exclude themselves from the settlement hereby releases and discharges the Released Parties of all causes of action, suits, liability, and claims, including claims for the payment of attorney’s fees and costs arising out of or related to Zager’s collection letter that is attached as Exhibit A to Plaintiff’s Complaint (D.E. No. 1, Ex. A).

c. Plaintiff and each Settlement Class member do not release any defense they may have with respect to the underlying debts which Zager was attempting to collect including (i) whether any debt is in fact owed or (ii) the crediting of payments on any debt.

d. Zager does not release its claims, if any, against Plaintiff or any member of the Settlement Class for the payment of the debts. The underlying debts Zager sought to

collect are not affected by the Agreement. The Agreement does not prevent Zager from continuing to attempt to collect the debts allegedly owed by the Settlement Class members.

10. The Court finds that the Agreement is fair and made in good faith.

11. The terms of the Agreement are incorporated into this Order. This Order resolves all claims in this action and constitutes a final order.

12. The Court finds, in accordance with Federal Rule of Civil Procedure 54(b), that there is no just reason for delay of enforcement of, or appeal from, this Order.

13. The Court retains exclusive jurisdiction to enforce the terms and provisions of the Agreement and this Order.

14. The parties are hereby ordered to comply with the terms of the Agreement and this Order.

15. The Clerk of Court shall terminate Docket Entry Nos. 26 & 27 and mark this matter CLOSED.

*s/Esther Salas*

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**Esther Salas, U.S.D.J.**