

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

ROBERTO ORTIZ, on behalf of himself and all
others similarly situated,

Civil Case No.: 2:18-cv-14959 (MF)

Plaintiffs,

-vs-

BARRY I. SIEGEL a/k/a BARRY I. SIEGEL
ATTORNEY AT LAW; RETAIL RECOVERY
SERVICE OF NJ, INC. and JOHN DOES 1-25,

Defendants

FINAL APPROVAL ORDER OF THE CLASS ACTION SETTLEMENT

This matter came for hearing on March 30, 2021, upon the joint application (the "Motion") of ROBERTO ORTIZ, ("Plaintiff"), and a class of persons similarly situated ("Settlement Class Members"), and BARRY I. SIEGEL a/k/a BARRY I. SIEGEL ATTORNEY AT LAW; RETAIL RECOVERY SERVICE OF NJ, INC. ("Defendants"), for final approval of the Class Action Settlement Agreement, dated October 26, 2020 (the "Agreement"). Due and adequate notice having been given to the Class, and the Court having considered the Agreement, all papers filed and proceedings had herein and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this Litigation, and following a Fairness Hearing, and there being no objections, and for other good cause appearing:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. On November 2, 2020, this Court preliminarily approved the Class Settlement Agreement reached between Plaintiff and Defendants for the claims alleged in the above-captioned matters filed in the United States District Court for the District of New Jersey (the "Litigation"). The Court approved a Notice of Proposed Class Action Settlement for mailing to

the class. The Court is informed that said Notice was sent by first-class mail, via the United States Postal Service (USPS) to 635 individuals who are deemed Settlement Class Members. The USPS returned 80 of the initial Notices as undeliverable, none of which contained a forwarding address. The 80 Notices returned as undeliverable by the USPS were processed through address verification searches. Of these 80 records, a new address was located for 62 records, and re- mailed Notices to the Class Members were sent. As a result of the above-described efforts, a total of 62 records have been re-mailed. Of the re-mailed Notices, none were returned by the USPS a second time. Zero class members submitted a timely request for exclusion and Zero class members requested exclusion after the deadline of January 29, 2021. The Court has found that Zero class members excluded themselves from the Settlement, and Zero members objected to the Settlement.

2. The Court, for purposes of this Final Order approving the settlement (the "Final Order"), adopts all defined terms as set forth in the Class Settlement Agreement.

3. The Court has jurisdiction over the subject matter of the Litigation, the Plaintiffs and Class Representatives, the other Class Settlement Members, and the Defendants.

4. The Court finds that the distribution of the Notice of Proposed Class Action Settlement as provided for in the Preliminary Approval Order constituted the best notice practicable under the circumstances to all Persons within the definition of the Class, and fully met the requirements of New Jersey law and due process under the United States Constitution.

5. The Court approves the Class Action Settlement of the above-captioned actions, as set forth in the Agreement, which includes a release, and other terms, as fair, just, reasonable, and adequate as to the Parties. The Parties are directed to perform in accordance with the terms set forth in the Agreement.

6. Except as to any individual Class Members who have requested exclusion from

the Class, all claims of the Plaintiffs and the other Members of the Class, against the Defendants are dismissed without prejudice. The Parties are to bear their own costs, except as otherwise provided in the Agreement.

7. For purposes of settlement the parties stipulate to the following class:

All New Jersey consumers who were sent letters and/or notices from Siegel from October 15, 2017 until October 15, 2018 concerning a debt owned by Retail Recovery Service, where neither Siegel nor Retail Recovery Service held the allegedly required license pursuant to the New Jersey Consumer Financing License Act.

The parties represent that there are a total of approximately 635 members of the Class.

8. The Court finds that the stipulated class meets the requirements of Fed. R. Civ. P.

23. Specifically, the Court finds that:

- (a) The class is so numerous that joinder is impracticable.
- (b) There are questions of law and fact common to the members of the Class, which common questions predominate over any questions that affect only individual Class Members.
- (c) Plaintiff's claims are typical of the claims of the Class Members.
- (d) Plaintiff and Class Counsel have fairly and adequately represented the interests of the Class Members.
- (e) A class action is superior to other alternative methods of adjudicating the issues in dispute between the parties.

9. Excluded from the Settlement Class is zero Class Members, who timely and validly requested exclusion.

10. Defendants will maintain a list of Class Members who are subject to the Release.

11. Each Class Member not opting out does hereby release and forever discharge the

Defendants, and their Related Parties (hereinafter, "the Released Parties") from all causes of action, suits, claims, and demands, whatsoever, known or unknown, in law or in equity, which the Class Member now has, ever had, or hereafter may have against the Released Parties, for any violations of the FDCPA arising out of the claims alleged on behalf of the Class in the Litigation. This Agreement does not affect the validity of the debts allegedly owed by the Class Members, and the Class Members do not waive or release their right to dispute any alleged debt, or any part of an alleged debt, unrelated to the collection letters at issue. This Release is conditioned on the final approval of the Agreement by the Court and Defendants meeting their obligations therein.

12. Plaintiffs have given a Release of all claims as set forth in Paragraph 36 of the Agreement. This release is conditioned on the final approval of the Agreement by the Court and Defendants meeting its obligations therein.

13. Subject to Court approval, for his actual and statutory damages and for his service as class representative, ROBERTO ORTIZ, will receive one thousand dollars (\$1,000.00) within 30 days after the Effective Date.

14. Within 30 days of the Effective Date, Defendants shall pay the sum of six thousand three hundred fifty dollars (\$6,350.00) to the Class Administrator to be distributed in the amount of ten dollars \$10.00 to those Settlement Class Members who did not exclude themselves from the Class Settlement.

15. Effective Date. "Effective Date" is thirty-five (35) days after the Final Approval Order of Judgment of the Class Action Settlement.

16. Neither the Agreement nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Agreement or the settlement:

- a. 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 Released Parties; or

b. is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. The Agreement and/or the Final Order from this Litigation may be used in any other action in order to support a defense or counterclaim based on the existence of the Agreement, such as *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or the like.

17. The Court dismisses the claims of Plaintiffs and the Class against Defendants without prejudice and without costs.

18. Within thirty (30) days after the Effective Date, Defendants shall make all payments required by the Agreement.

19. Within thirty (30) days of the Effective Date, the Class Administrator shall issue the checks and deliver them to those Class Members who have not opted out of this Settlement.

20. If any Settlement Class Member fails to cash a settlement check within ninety (90) days of mailing ("Void Date"), the check will be void, Defendants shall be released from any related obligation to the Settlement Class Member, and the Settlement Class Member's right to receive benefits pursuant to the Settlement shall be deemed forfeited.

21. The Court designates the National Consumer Law Center as the *cy pres* recipient. Class Counsel shall issue the *cy pres* award to the National Consumer Law Center within 30 days of the Void Date.

22. When all of the following have been completed: (i) payments to Plaintiffs and the Class, (ii) the expiration of thirty (30) days after the Void Date, (iii) payment of attorney's fees to counsel for Plaintiffs and the Class, and (iv) payment of the *cy pres* award, the Class Administrator shall file a "Notice of Compliance" that Class Counsel has complied with the

Terms of the Agreement and all Class Members who are entitled to receive checks have been issued checks, and any money remaining in the Class Settlement Fund has been donated to the *cy pres* recipient, National Consumer Law Center. The Notice of Compliance will request that the Court convert the dismissal of the claims of Plaintiff and the Class against Defendant and the Released Parties to a dismissal with prejudice.

23. The Court has reviewed Class Counsel's petition for attorneys' fees and costs of \$27,500.00. The Court finds that Class Counsel's petition is fair and reasonable. Defendants shall pay \$27,500.00 to Class Counsel in accordance with the Agreement. Payment shall be made within thirty (30) days of the Effective Date.

24. The Court reserves exclusive and continuing jurisdiction over the Litigation, the Plaintiff and the Class Representatives, the Class and the Released Parties for the purpose of: supervising the implementation, enforcement, construction, administration and interpretation of the Agreement and this Final Approval Order.

25. This case is hereby terminated. This is a final decision for purposes of 28 USC Section 1291.

SO ORDERED this 6th day of April, 2021.

A handwritten signature in black ink, appearing to read "Mark Falk", with a long horizontal stroke extending to the right.

Honorable, Mark Falk U.S.M.J.