

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

STEPHEN BEREZA, on behalf of himself
and all others similarly situated,

Plaintiffs,

-vs-

LAW OFFICE OF ALAN KAMEL, and
JOHN DOES 1-25,

Defendants.

Civil Case No.: 2:20-cv-04699 - MF

FINAL APPROVAL ORDER OF THE CLASS ACTION SETTLEMENT

This matter having been brought before the Court upon the joint application of Jones, Wolf & Kapasi, LLC, attorneys for plaintiff Stephen Bereza and a class of persons similarly situated (collectively, "Plaintiff" or "Settlement Class Members"), and O'Toole Scrivo, LLC, attorneys for defendant Law Office of Alan Kamel ("Kamel" or "Defendant"), for approval of the Class Action Settlement Agreement, dated February 12, 2021 (the "Agreement"). Due and adequate notice having been given to the Class, and the Court having considered the terms of 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 for the reasons set forth on the record on July 28, 2021, and good cause appearing:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. On February 24, 2021, this Court preliminarily approved the Class Settlement Agreement reached between Plaintiff and Defendant for the claims alleged in the above-captioned matter, *Stephen Bereza et al vs. Law Office Of Alan Kamel et al*, Civil case No.: 2:20-

cv-04699 JVM-MF, filed in the United States District Court for the District of New Jersey (collectively referred to as the “Litigation”). At that time, the Court also approved a Notice of Proposed Class Action Settlement, for mailing to the class. The Court is informed that such Notice was sent by first-class mail to 82 individuals who are deemed Settlement Class Members. A total of 15 envelopes were returned by the United States Postal Service marked not deliverable with no forwarding addresses available, and 12 envelopes were returned and re-mailed to a forwarding address. Zero class members submitted timely requests for exclusion and zero class member(s) requested exclusion after the deadline of May 3, 2021. Zero class member(s) sent a letter that is ambiguous. The Court has found that 82 class members are participating in the Settlement, 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 Class Action Settlement (the "Final Approval 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 Settlement Class 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, upon the terms 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 claim of Class Members who have requested

exclusion from the Class, all of the Released Claims of the Plaintiffs and those Members of the Class who have not requested exclusion from the Class, are dismissed with prejudice as against the Released Parties. 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 Information Subpoenas from KAMEL between April 19, 2019 and October 29, 2020, which did not inform the consumer that failure to comply with the Information Subpoena may result in his/her arrest and incarceration.

The parties represent that there are a total of 82 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) Plaintiffs' claims are typical of the claims of the Class Members.

(d) Plaintiffs 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 are Zero Class members, who timely and validly requested exclusion.

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

11. Each member of the settlement class who did not exclude themselves from the

settlement 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 information subpoenas at issue. This release is conditioned on the final approval of the Settlement by the Court and Defendants meeting their obligations therein.

12. Plaintiffs, their assigns, heirs, successors, agents, attorneys and personal representatives ("Releasing Parties") do hereby release and forever discharge Released Parties of and from all causes of action, suits, claims and demands, whatsoever, known or unknown, in law or in equity arising from the facts alleged in their respective Complaints ("Released Claims"). This release is conditioned on the final approval of the Settlement by the Court and Defendants meeting its obligations therein.

13. The Releasing Parties are permanently enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding or order in any jurisdiction based on any or all Released Claims against one or more Released Parties; (ii) instituting, organizing class members in, joining with class members in, amending a pleading in or soliciting the participation of class members in, any action or arbitration, including but not limited to a purported class action, in any jurisdiction against one or more Released Parties based on, involving, or incorporating, directly or indirectly, any or all Released Claims; and (iii) filing, commencing, prosecuting, intervening in, participating in or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding or order in any jurisdiction based on an

allegation that an action of the Released Parties, which is in compliance with the provisions of the Agreement, violates any right of any Class Member.

All Persons who are, have been, could be, or could have been alleged to be joint tortfeasors, co-tortfeasors, co-conspirators, or co-obligors with any or all of the Released Parties respecting any or all of the Released Claims, are hereby, to the maximum extent permitted by law, barred and permanently enjoined from making, instituting, commencing, prosecuting, participating in or continuing any claim, claim-over, cross-claim, action, or proceeding, however denominated, regardless of the allegations, facts, law, theories or principles on which they are based, in this Court or in any other court or tribunal, against any or all of the Released Parties with respect to any or all of the Released Claims, including without limitation equitable, partial, comparative, or complete contribution, set-off, indemnity, or otherwise, whether by contract, common law or statute, arising out of or relating in any way to the Released Claims. All such claims are hereby fully and finally barred, released, extinguished, discharged, satisfied and made unenforceable to the maximum extent permitted by law, and no such claim may be commenced, maintained, or prosecuted against any Released Party.

13. Subject to Court approval, for their actual and statutory damages and for his service as class representative, Stephen Bereza, will receive One Thousand Five Hundred Dollars (\$1,500.00) within 30 days after the “Effective Date,” which is defined in the Class Settlement Agreement to mean 5 days after the entry of this Final Approval Order.

14. Within 30 days of the Effective Date, Defendant shall pay the sum of \$4,100.00 to the Class Administrator to be distributed by a check in the amount of \$50.00 to each of those Settlement Class Members who did not exclude themselves from the Class Settlement.

15. Neither the Agreement nor the Settlement terms 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 this Final Approval Order 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.

16. The Court dismisses the claims of Plaintiff and the Class against Defendant with prejudice and without costs.

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

18. 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.

19. If any Settlement Class Member fails to cash a settlement check within sixty (60) days of mailing (the "Void Date"), the check will be void, Defendants shall be released from any related obligation to the Settlement Class Member, and the Class Member's right to receive benefits pursuant to the Settlement shall be deemed forfeited.

20. 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.

21. When all of the following have been completed: (i) payments to Plaintiff and the Class, (ii) the expiration of fifty (50) 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.

22. The Court has reviewed Class Counsel's petition for attorneys' fees and costs of \$24,400.00 . The Court finds that Class Counsel's petition is fair and reasonable. Defendant shall pay \$24,400.00 to Class Counsel in accordance with the Agreement. Payment shall be made within thirty (30) days of the Effective Date.

23. 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.

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

SO ORDERED this 29 day of July, 2021.



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