

FILED
March 8, 2023
ANA C. VISCOMI, J.S.C.

JONES, WOLF & KAPASI, LLC
Joseph K. Jones, Esq. (N.J. ID No.: 002182006)
Benjamin J. Wolf, Esq. (N.J. ID No.: 093452013)
375 Passaic Avenue, Suite 100
Fairfield, New Jersey 07004
(973) 227-5900 telephone
(973) 244-0019 facsimile
*Attorneys for Plaintiff, John Vaccarino on behalf of
himself all others similarly situated*

JOHN VACCARINO, on behalf of himself and all
others similarly situated,

Plaintiff(s),

-against-

ARCON CREDIT SOLUTIONS, LLC; RAZOR
CAPITAL LLC; and, JOHN DOES 1-25,

Defendant(s).

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MIDDLESEX COUNTY

DOCKET NO. MID-L-002058-22

CIVIL ACTION

FINAL ORDER AND JUDGMENT

This matter comes before the Court on the joint request of Class Representative, John Vaccarino, and a class of persons similarly situated (collectively, “Plaintiff” or “Class Members”), on the one hand, and Defendants, Arcon Credit Solutions, LLC; and Razor Capital, LLC (“Defendants”), on the other, for final approval of the Settlement Agreement.

IT IS HEREBY ORDERED AS FOLLOWS:

The total number of Class Members is approximately 612. Notice was sent by first class mail to 612 Class Members at their last known mailing address using Accessible Contact Information. A total of ZERO Class Members requested exclusion from the Settlement, and a total of ZERO Class

Member(s) objected to the Settlement.

The Court being duly advised in the premises, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Definitions. For the purposes of this Final Order and Judgment (the “Judgment”), the Court adopts by reference the definitions set forth in the Definitions section, ¶¶1-29 and throughout the Class Action Settlement Agreement (the “Agreement”), attached as Exhibit 1 to the parties’ Motion for Conditional Approval of Class Action Settlement, Certification of Conditional Settlement Class, and Approval of Class Notice (“Joint Motion”).

2. Notice. The Court finds that the distribution of the Notices as provided for in the Conditional Approval Order accurately informed all Class Members and Related Parties of the material elements of the Settlement, constituted the best notice practicable under the circumstances to all Persons within the definition of the Class, constituted valid, due and sufficient notice and fully met the requirements of N.J. Rule 4:32-1, any and all substantive and procedural due process rights guaranteed by the United States Constitution, and any other applicable law.

3. 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 in accordance with its terms.

B. There being no Persons who have timely and effectively requested exclusion from the Settlement Class, pursuant to Paragraph 42 of the Agreement, the Court hereby dismisses with prejudice the Action, all claims contained therein, and all Released Claims against Released Parties.

C. The Parties are to bear their own costs, except as otherwise provided in the Agreement.

D. Upon the Effective Date, the Class Representative and all Class Members, who have not timely and effectively requested exclusion from the Class, 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.

E. Nothing herein shall alter, amend, or terminate the right of Defendants or their clients to collect any balance (including, but not limited to, principal, interest, attorneys' fees, and other costs and charges) owed by any Settlement Class Member, including the Class Representatives, for any debt. Nothing herein releases or discharges: (1) any legally enforceable claim, which Defendants or their clients may have against any Class Member or any other person or entity; or (2) any legally enforceable lien which Defendants or their clients may have against any or all Class Members or any other person or entity. Nothing herein voids or abrogates the contractual obligations of any Settlement Class Member, including the Settlement Class Representatives.

4. Release of Claims. The Court finds that all Class Members and their Related Parties, there being no Persons who timely and effectively requested exclusion from the Settlement, shall, as of the date of the entry of Final Judgment, conclusively be deemed to have released and forever discharged the Defendants and their Related Parties from all Released Claims and from asserting, instituting or prosecuting in any capacity, before any court or governmental agency, any action or proceedings against the Defendants or their related parties that assert any Released Claims.

5. Defendants; Denial of Liability. The Court notes that Defendants deny any liability to Plaintiff or to the Class Members for any matter whatsoever. Neither the Final Judgment nor the Settlement Agreement shall constitute an admission of liability by the settling parties of any liability or wrongdoing. Without conceding any infirmity in their defenses, and while continuing to deny all allegations of liability, Defendants consider it desirable that the action be dismissed and that the claims against Defendants and the Released Parties be released, on the terms set forth herein, 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 against Defendants and the Released Parties arising from the acts, transactions, or occurrences alleged in the action.

6. Dismissal of Complaint - The Complaint is hereby dismissed, with prejudice. Jurisdiction. The Court finds that it has jurisdiction over the subject matter of the Action and the settling parties for the purposes of, among other things: (i) supervising the enforcement, construction and interpretation of the Settlement Agreement, the Conditional Approval Order, and the Final Judgment; and (ii) resolving any disputes that may arise with regard to any of the foregoing.

7. Attorneys' Fees. The Court awards to Class Counsel Attorneys' Fees and costs in the total amount of \$30,000.00, which represents the reasonable and actual costs incurred by Class Counsel in this litigation as determined by the Court.

8. Entry of Judgment. In accordance with N.J. Rule 4:42-2, the Court finds there is no just reason to delay entry of this Judgment and the Clerk of the Court is ordered to enter Final Judgment forthwith.

So Ordered this 8th day of March, 2023.

/s/ Ana C. Viscomi

Honorable Ana C. Viscomi, J.S.C.

On March 2, 2023, pursuant to R. 1:6-2, the Court's Statement of Reasons has been set forth on the record.