

**FILED**

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ANA C. VISCOMI, J.S.C.

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SUPERIOR COURT OF NEW  
 JERSEY  
 MIDDLESEX COUNTY  
 LAW DIVISION

DOCKET NO. MID-L-6360-23

~~PROPOSED~~ FINAL ORDER  
 AND JUDGMENT

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BELL, CHRISTINE BELLAVIA, KIMBERLY BLAIR, LEANOR BLAND-MULLINS, CAROLINE BONHAM, TAMMY BURKE, ANNMARIE CALDWELL, SHAUNA CAVALLARO, SANTOS COLON, ERIKA CONLEY, KENDRA CONOVER, DYLAN CORBIN, LAURA CURRY, SHAKERA DYER, JANE FREY, RUSSELL FROM, ANGEL GAINES, ASHTIN GAMBLIN, ERICKA GARDNER, ANN GRAFF, JAMES HENSLEY, SAREL HINES, ALEXANDER KEELER, ADAM KELLER, BILLIE KENDRICK, KRISTA KIRBY, JAN LOMBARD, MARC LOWREY, JILL MAILHOIT, AARON MAXA, KELLY MOORE, LINDSEY MORAN, DAVID MOYERS, JENNIFER OCAMPO-NEUBAUER, KEISHA ODOM, ANGEL PACHECHO, HEATHER RAY, SUSAN SCOTT, LORI SNYDER, MISTY SUTTON, KATHRYN TAYLOR, ANTHONY VALLECORSA, CLAIRE WHITE, KRISTOPHER WILLARD, ALVIN WILSON, and BRAD YOUNG, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS,

Defendant.

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This matter came before the Court for hearing on March 22, 2024, pursuant to the Court's Preliminary Approval Order dated December 15, 2023, and on the motion ("Motion") for final approval of the Settlement Agreement, dated November 8, 2023 entered into by the Parties (the "Settlement Agreement"), as well as Settlement Class Counsel's motion for an award of attorneys' fees, costs, and service awards. Due and adequate notice having been given to the Settlement Class Members of the proposed Settlement and the pending motions, as directed by the Court's Preliminary Approval Order, and upon consideration of all papers filed and proceedings had herein, and good cause appearing, the Court hereby ORDERS as follows:

1. Capitalized terms not otherwise defined herein have the meanings set forth in the Settlement Agreement.
2. This Court has subject matter jurisdiction over this matter and has personal

jurisdiction over the Parties and the Settlement Class Members. Venue is proper in this Court.

3. The “Settlement Class” for purposes of this Final Order and Judgment means:

All current and former individual consumer account holders in the United States (based on account holders’ last known billing address) who received postpaid wireless or data services from Verizon and who were charged and paid an Administrative Charge and/or an Administrative and Telco Recovery Charge between January 1, 2016 and November 8, 2023.

Excluded from the Settlement Class are any Judges presiding over this Action and any members of their families, and Verizon and affiliated entities and individuals and their respective officers and directors.

Also excluded from the Settlement Class are those persons who submit a timely and valid request for exclusion in accordance with the procedures set forth in the Settlement Agreement and in this Court’s Preliminary Approval Order.

4. The Court finds that the Notice program for disseminating notice to the Settlement Class, provided for in the Settlement Agreement and previously approved and directed by the Court, has been implemented by the Settlement Administrator and the Parties. The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as appropriate reminder notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of this Action, the definition of the Settlement Class certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member so desires; the opportunity, the time, and manner for requesting exclusion from the Settlement Class, and the binding effect of a class judgment; (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of N.J. Ct. R. R. 4:32-1 and 4:32-2, Due Process under the U.S. Constitution, and any other applicable law.

5. The Court hereby finds that all persons who fall within the definition of the Settlement Class have been adequately provided with an opportunity to exclude themselves from the Settlement Class by submitting a request for exclusion in conformance with the terms of the

Settlement Agreement and this Court's Preliminary Approval Order. All persons who submitted timely and valid requests for exclusion are not bound by this Final Order and Judgment. A preliminary list of those persons who submitted timely and valid requests for exclusion is attached hereto as **Exhibit A**. Exhibit A contains only a list of names because this Order will be filed in the public record. The Settlement Administrator shall file under seal the complete list of all persons who excluded themselves along with identifying information, including but not limited to their name, address, telephone number, email and account number (if known).

6. The Settlement Administrator has identified several thousand Class Members who filed a request for exclusion who are a preliminary match with a Class Member who filed a claim ("Potential Dual Filers"). The Settlement Administrator is still in the process of comparing identifying information submitted by these Potential Dual Filers.

7. Any Class Member who filed both a request for exclusion and a valid claim will be deemed to have filed a claim and will be bound by the Settlement, and their exclusion shall be deemed withdrawn. On or before May 3, 2024, the Settlement Administrator will file with the Court a final list of Class Members who submitted timely and valid exclusions, and who will be excluded from and not bound by this Final Order and Judgment. All other persons who fall within the definition of the Settlement Class are Settlement Class Members and part of the Settlement Class, and shall be bound by this Final Order and Judgment and the Settlement Agreement.

8. The Court finds and reaffirms that this Action is properly maintained as a class action, for settlement purposes only, pursuant to N.J. Ct. R. R. 4:32-1(b)(3) and 4:32-2, as set forth in the Court's Preliminary Approval Order.

9. Based on the arguments set forth in the parties submissions as well as presentations in court, the Court finds that, for settlement purposes only, the Settlement Class, as defined above, be permanently certified because it meets the requirements for class certification

under N.J. Ct. R. R. 4:32-1—namely, that (1) the Settlement Class Members are sufficiently numerous such that joinder is impracticable; (2) there are common questions of law and fact; (3) Plaintiffs’ claims are typical of those of the Settlement Class Members; (4) Plaintiffs and Settlement Class Counsel have adequately represented, and will continue to adequately represent the interests of the Settlement Class Members; and (5) for purposes of settlement only, the Settlement Class meets the predominance and superiority requirements of N.J. Ct. R. R. 4:32-1(b)(3).

10. The Court reaffirms its appointment of Plaintiffs set forth in the caption herein as Settlement Class Representatives to represent the Settlement Class, and reaffirms its appointment of Settlement Class Counsel to represent the Settlement Class.

11. The Court finds that the Settlement Agreement warrants final approval pursuant to N.J. Ct. R. R. 4:32-2 because, the Court finds, the Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class, after weighing the relevant considerations. First, the Court finds that Plaintiffs and Settlement Class Counsel have adequately represented the Settlement Class, and will continue to do so through settlement implementation. Second, the proposed Settlement Agreement was reached as a result of arms-length negotiations through an experienced mediator, Hon. Jay C. Gandhi (ret.) of JAMS, and comes after significant litigation, investigation, and discovery. Third, the Court finds that the relief proposed to be provided for the Settlement Class is fair, reasonable, and adequate, taking into account, *inter alia*: (i) the costs, risks, and delay of trial and appeal for all Parties; (ii) the legal issues presented in this Action; (iii) the interests of Settlement Class Members; (iv) the effectiveness of the proposed method of distributing relief to the Settlement Class (via mailed checks or electronic payments); and (v) the terms of the requested award of attorneys’ fees, costs, and service awards. Fourth, the Court finds that the Settlement Agreement treats Settlement Class Members equitably relative to each other, and that the proposed allocation of

settlement funds to Settlement Class Members is reasonable and equitable. Under the terms of the Settlement Agreement, all Settlement Class Members were eligible to submit a claim for payment via a simple claim form.

12. In granting final approval of the Settlement Agreement, the Court has also considered the factors that courts in New Jersey consider in evaluating proposed class settlements.. See, e.g., Girsh v. Jepson, 521 F.2d 153, 157 (3d Cir. 1975) and Sutter v. Horizon Blue Cross Blue Shield of New Jersey, 2012 WL 2813813, at \*3–4 (N.J. Super. Ct. App. Div. July 11, 2012). The Court finds after evaluating the parties well prepared submissions and presentations in court, the Settlement Agreement warrants approval because: (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceeding and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation all weigh in favor of this Court granting final approval.

13. All timely objections submitted by Settlement Class Members have been fully considered by the Court and are OVERRULED.

14. The Motion is hereby GRANTED, and the Settlement Agreement and its terms are hereby found to be and APPROVED as fair, reasonable, and adequate and in the best interest of the Settlement Class. The Parties and Settlement Administrator are directed to consummate and implement the Settlement Agreement in accordance with its terms, including distributing settlement payments to the Settlement Class Members and other disbursements from the Settlement Consideration as provided by the Settlement Agreement.

15. Class counsel's Petition for Fees and Costs is GRANTED. The Court finds that the requested contingent award of 33.30% of the Settlement Fund for combined attorneys' fees

and costs is reasonable, appropriate, and well within the typical range of attorneys' fees awarded in a class action. Accordingly, the combined award of attorneys' fees and costs to Class counsel in the amount of \$33,300,000 (33.30% of the \$100,000,000.00 Settlement Fund) is approved and is to be paid in accordance with the terms of the Settlement Agreement.

16. Plaintiffs' Motion To Award Incentive Awards is GRANTED. The Court finds that the requested incentive awards in the amount of \$3,500 per lead representative plaintiff (a total of 129 persons) is reasonable, appropriate, and well within the typical range of incentive awards awarded in a class action. Accordingly, the incentive awards are approved and are to be paid in accordance with the terms of the Settlement Agreement.

17. This Action is hereby dismissed with prejudice and without costs to any Party, other than as specified in the Settlement Agreement, this Final Order and Judgment, and any order(s) by this Court regarding Settlement Class Counsel's motion for attorneys' fees, costs, and service awards.

18. In consideration of the benefits provided under the Settlement Agreement, and for other good and valuable consideration set forth in the Settlement Agreement, each of the Settlement Class Members and Releasing Parties shall, by operation of this Final Order and Judgment, have fully, finally, and forever released, relinquished, acquitted, and discharged all Released Claims against all Released Parties in accordance with Section IX of the Settlement Agreement, the terms of which section are incorporated herein by reference. The terms of the Settlement Agreement, which are incorporated by reference into this Order, shall have res judicata and other preclusive effects as to the Released Claims as against the Releasing Parties. The Released Parties may file the Settlement Agreement and/or this Order in any other litigation to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any similar defense or counterclaim.

19. All Settlement Class Members and Releasing Parties have covenanted not to sue any Released Party with respect to any Released Claim and shall be permanently barred and

enjoined from instituting, commencing, prosecuting, continuing, maintaining, or asserting, directly or indirectly, any Released Claim against any Released Party in any judicial, administrative, arbitral, or other forum. This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement and this Order, and this Court's authority to effectuate the Settlement, and is ordered in aid of this Court's jurisdiction and to protect its judgments. Notwithstanding the foregoing, nothing in this Order and Judgment shall preclude an action to enforce the terms of the Settlement Agreement.

20. Pursuant to the terms of the Settlement Agreement, Plaintiffs, Settlement Class Counsel, Verizon, and Verizon's Counsel have, and shall be deemed to have, released each other from any and all claims and requests for relief relating in any way to any Party or counsel's conduct in this Action, including but not limited to any claims of abuse of process, malicious prosecution, or any other claims or requests for relief arising out of the institution, prosecution, assertion or resolution of this Action, including claims for attorneys' fees, costs of suit, or sanctions of any kind except as otherwise expressly set forth in the Settlement Agreement.

21. This Final Judgment and Order is the final, appealable judgment in the Action as to all Released Claims.

22. Without affecting the finality of this Final Order and Judgment in any way, this Court retains jurisdiction over (a) implementation of the Settlement Agreement and the terms of the Settlement Agreement; (b) Settlement Class Counsel's motion for attorneys' fees, costs, and service awards; (c) distribution of the settlement consideration, Settlement Class Counsel attorneys' fees and expenses, and any Plaintiff service awards; (d) resolve any disputed issues which arise as to the validity of specific opt outs or claims; and (e) all other proceedings related to the implementation, interpretation, validity, administration, consummation, and enforcement of the terms of the Settlement Agreement. The time to appeal from this Final Order and Judgment shall commence upon its entry.

23. In the event that the Settlement Agreement Effective Date does not occur, this Final Order and Judgment shall be rendered null and void and shall be vacated, nunc pro tunc, as



set forth in the Court's Preliminary Approval Order, except insofar as expressly provided to the contrary in the Settlement Agreement, and without prejudice to the status quo ante rights of Plaintiffs, Settlement Class Members, and Verizon.

24. This Final Order and Judgment, the Preliminary Approval Order, the Settlement Agreement, and all negotiations, statements, agreements, and proceedings relating to the Settlement Agreement, or any matters arising in connection with settlement negotiations, proceedings, or agreements shall not constitute, be described as, construed as, offered or received against Verizon or the other Released Parties as evidence or an admission of: (a) the truth of any fact alleged by Plaintiffs in the Action; (b) that any person suffered compensable harm or is entitled to any relief with respect to the matters asserted in this Action; (c) any liability, negligence, fault, or wrongdoing by Verizon or the Released Parties, including any of its affiliates, agents, representatives, vendors, or any other person or entity acting on its behalf; (d) that this Action or any other action was or may be properly certified as a class action for litigation, non-settlement purposes; (e) the arbitrability of the Action as to Plaintiffs and Settlement Class Members; or (f) the enforceability of any applicable contractual or statutory limitations period to limit any relief.

25. The Court finds that there is no just reason for delay and expressly directs this Final Order and Judgment and immediate entry by the Clerk of the Court.

IT IS SO ORDERED.

Date: April 26, 2024

/s/ Ana C. Viscomi  
Hon. Ana C. Viscomi, J.S.C.

( ) Unopposed  Opposed

The sole opposition came from objectors whose objections were overruled. The Court stated it's reasons for overruling the objections and approved this settlement.