

**ANTHONY VETTER, on behalf of  
himself and all others similarly  
situated;**

**PLAINTIFF,**

**vs.**

**GUARANTEED SUBPOENA  
SERVICE, INC.; CONSTABLES  
OFFICE OF NEW JERSEY, INC;  
PHILIP GERON; ABC COMPANIES  
1-25 (fictitiously named parties); and  
JOHN and JANE DOES 1-25  
(fictitiously named parties);**

**DEFENDANTS.**

**SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - MIDDLESEX COUNTY**

**Docket No.: MID-L-3650-16**

**Civil Action**

**FILED**

**FEB 14 2020**

**ANA C. VISCOMI, J.S.C.**

**[PROPOSED] ORDER PRELIMINARILY APPROVING  
SETTLEMENT AGREEMENT, APPROVING PROPOSED CLASS NOTICE,  
AND SCHEDULING A FINAL APPROVAL HEARING**

This matter came before the Court on the Parties' Joint Motion for Preliminary Approval of Proposed Class Action Settlement (the "Motion for Preliminary Approval"). No Party opposes the relief sought. In accordance with Rule 4:32-2 of the New Jersey Rules of Court, the Court has considered the Stipulation of Settlement executed by Plaintiff and Defendants. Upon review of the Stipulation of Settlement, the Motion for Preliminary Approval, and Plaintiff's Memorandum in Support of the Motion for Preliminary Approval, and upon a preliminary approval hearing held on February 14, 2020, it is hereby ORDERED as follows:

1. All defined terms contained herein shall have the same meaning as set forth in the Parties' Stipulation of Settlement which is attached as Exhibit 1 to Plaintiffs' Memorandum in Support of the Motion for Preliminary Approval.
2. With the assistance of a respected mediator, the Honorable Mark B. Epstein, J.S.C. (Ret.), Plaintiff and Defendants have negotiated a potential settlement of this Action to avoid the

expense, uncertainties, and burden of further, protracted litigation, and to resolve any and all claims or causes of action which have been or could have been asserted by Plaintiff and/or Class Members in the Action.

3. The Court finds that the Stipulation of Settlement was reached after arm's length negotiations between experienced counsel who are familiar with the legal and factual issues of this case and after substantial factual and legal analyses by the Parties. The terms of the Settlement are within the range of reasonableness and accordingly are preliminarily approved as fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing.

4. The Final Approval Hearing will be held before this Court at the Middlesex County Courthouse, on **June 5, 2020 at 9:00 am or as soon thereafter as otherwise scheduled by the Court**, located at 56 Paterson Street, New Brunswick, New Jersey. At the Final Approval Hearing, the Court will consider, among other things, (a) whether the Settlement should be finally approved as fair, reasonable, and adequate; (b) whether the Court should approve and award attorneys' fees, costs, and expenses requested by Class Counsel; (c) whether the requested incentive award should be made to the Plaintiff; (d) whether Class Members should be bound by the Release and permanent injunction set forth in the Stipulation of Settlement; and (e) whether entry of a Final Judgment terminating this action, in the form submitted by the Parties with the Stipulation of Settlement, should be entered. The Final Approval Hearing may be rescheduled or continued. Class Counsel shall be responsible for communicating any change in the Final Approval Hearing to the Class by ensuring that the information is posted on the Settlement Website established by the Claims Administrator.

5. The proposed Settlement is sufficient to justify giving notice of the settlement to the Class.

6. The Court approves, as to form and content, the Notice Plan (Exhibit B to the Stipulation of Settlement) and forms of Class Notice (Exhibits C and D to the Stipulation of Settlement). In accordance with the Notice Plan and Stipulation of Settlement, notice shall consist of: (1) dissemination of the E-Mail Notice to be sent each potential Class Member on the Class List along with a list of cases in which each potential Class Member sought service of a subpoena by Defendants and paid an attendance fee to Defendants during the Class Period and (2) a Long Form Class Notice with more detail, which shall be made available on the Settlement Website.

7. As outlined in greater detail in the Settlement Agreement, the E-Mail Notice will, *inter alia*, direct Class Members to the Settlement Website, which will publish and make available for download the Long Form Class Notice, the Stipulation of Settlement, and Claim Form and provide for the online submittal of Claim Forms electronically.

8. As outlined in greater detail in the Settlement Agreement, the Long Form Class Notice will apprise Class Members of the following, among other information: the pendency of this action; a description of the Settlement; that any Class Member may object to the Settlement and, if he or she desires, enter an appearance either personally or through counsel; a date by which Class Members must make a claim, exclude themselves from the Class, or object to the Settlement; the website address of the Settlement Website; and that any judgment, whether favorable or unfavorable, will include all Class Members.

9. The Settlement Website will, among other things, publish and make available for download the Claim Form and the Long Form Class Notice, provide information as to how Class Members may submit a Claim Form, and provide an online opportunity to submit a Claim Form and/or notification information for clients to be paid.

10. The Court finds that the Class Notice constitutes the best notice practicable under the circumstances, is reasonably calculated to communicate actual notice of the Action and proposed Settlement to Class Members and is due and sufficient notice to all persons entitled to notice of the Settlement of this Action.

11. The Court appoints KCC, LLC as the Claims Administrator to help implement the terms of the proposed Settlement, establish the Settlement Website, and to carry out such other responsibilities as are provided for in the Stipulation of Settlement. The Claims Administrator shall have the authority to accept or reject claims in accordance with the Stipulation of Settlement and Class Notice. All costs associated with the Claims Administrator, including costs of providing the Class Notice and processing claims, shall be paid by Defendants.

12. The Court directs the Claims Administrator, consistent with the Stipulation of Settlement, to establish the Settlement Website making available copies of this Order, the Long Form Class Notice, the Claim Form that may be downloaded and submitted online or by mail, the Stipulation of Settlement and all Exhibits thereto, frequently asked questions, a toll-free interactive voice response telephone line, and other information as required under the Settlement. No later than fifteen (15) days after the Court enters the Preliminary Approval Order, the Settlement Website shall be activated and the Long Form Class Notice, substantially in the form of Exhibit C to the Settlement Agreement, shall be posted on the Settlement Website. No later than fifteen (15) days after the Court enters the Preliminary Approval Order and after the Settlement Website has been activated as set forth herein, the Claims Administrator shall disseminate the E-Mail Notice, substantially in the form of Exhibits D to the Stipulation of Settlement, to each potential Class Member listed on the Class List at the address reflected thereon. If an E-Mail Notice is returned undeliverable and Defendants also maintain a mailing address for the purported recipient, within

seven (7) days of notification that the E-Mail Notice was undeliverable, the Claims Administrator shall mail the intended recipient the Long Form Class Notice and Claim Form.

13. All costs of Class Notice and administration of the Settlement shall be paid by Defendants. Such costs shall not count towards the aggregate cap for the payment of Valid Claims to Class Members.

14. The Court approves the proposed form and content of the Claim Form (Exhibit A to the Stipulation of Settlement), as well as the use of an electronic version in substantially similar form which may be completed, signed, and submitted by Class Members on-line at the Settlement Website. Any Class Member who wishes to receive money from the Settlement shall complete the Claim Form in accordance with the instructions therein, and the Claim Form shall be postmarked or submitted online to the Settlement Administrator no later than **June 25, 2020** [*20 days after the Final Approval Hearing*]. Any Claim Form not properly completed or timely submitted shall be deemed invalid and Class Members submitting such Claim Forms shall forfeit any right to payment, while the terms of the Settlement, subject to final approval, shall in all other respects be fully enforceable against them.

15. Class Members may opt-out or exclude themselves from the Class and from participating in the Settlement. To opt-out of the Class, a Class Member must submit a written opt-out request delivered or post-marked on or before **May 6, 2020** [*30 days prior to the final approval hearing*] to the Claims Administrator at Guaranteed Subpoena Claims Administrator, P.O. Box 43501, Providence, RI 02940-3501. Opt-out requests must be signed by the Class Member and must state: (a) the name, address and telephone number of the Class Member requesting to opt-out and the name of the client for whom attendance fee costs were paid, where applicable; and (b) a statement that the Class Member wishes to be excluded from the Class. If the

Class Member has more than one claim, the opt-out request must specify each separate claim. Class Members who validly opt-out from the Class shall not be bound by the Stipulation, shall not release their claims as provided in the Stipulation, may not file an objection to the Settlement, may not object to the Settlement at the Final Approval Hearing, and shall be deemed to have waived any rights or benefits under this Stipulation. Any Class Member who does not timely submit such a proper written opt-out request will remain a Class Member and will be bound by the Settlement if Final Approval occurs and shall be bound by all proceedings, Orders and Judgments in this Action.

16. Class Members have until **May 6, 2020** [*30 days prior to the final approval hearing*] to object to the proposed Settlement and/or Class Counsel's motion for attorneys' fees and costs or motion for an incentive award for the Plaintiff by filing with the Court and serving on Class Counsel and on Defendants' Counsel at the addresses designated in the Class Notice a written objection that includes: (a) the objecting Class Member's full name, address, telephone number, and email address, and the name of the client(s) for whom an attendance fee cost was paid, where applicable; (b) the specific objection(s) asserted; (c) a detailed description of the facts underlying each objection; (d) a detailed description of the legal authorities, if any, supporting each objection; (e) the identity of all counsel, including the lawyer's name, address and telephone number, who represent the objecting Class Member, including any former or current counsel who may be entitled to compensation for any reason related to the objection; (f) a statement of whether the objector or his/her/its counsel intends to appear and argue at the Final Approval Hearing and, if so, how long the objector anticipates needing to present the objection; (g) a list of all persons the objector may call to testify or seek to present argument at the Final Approval Hearing; (h) a list of the exhibits which the objector may offer at the Final Approval Hearing, along with copies

of such exhibits; and (i) a list of all class action settlements where the objector or their counsel has submitted an objection in the last five years as well as any ongoing or previously filed litigation related to any objection. The Class Member who paid Defendants or reimbursed counsel for the attendance fee costs must sign the objection in order for the objection to be valid. Any Class Member wishing to appear in person at the Final Approval Hearing instead of submitting only a written objection must, along with the required written objection, file a written notice of intent to appear at the Final Approval Hearing with the Clerk of Court and mail copies of the same to Class Counsel and Defendants' counsel postmarked by **May 6, 2020** [*same date as above*]. Class Members who fail to file and serve timely written objections in the manner specified in the Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by objection, appeal or otherwise) to the Settlement. No Class Member shall be heard, and no papers, briefs, pleadings or other documents submitted by any such Class Member shall be considered by the Court unless submitted within the time specified above and in the Class Notice.

17. Class Counsel shall file their motion seeking an award of attorneys' fees and expenses and seeking an incentive award for the Plaintiff on or before **April 6, 2020** [*30 days prior to the Objection Deadline*].

18. On or before **May 20, 2020** [*not more than 16 days prior to final approval hearing*], Plaintiff shall submit a motion for final approval of the Settlement, seeking entry of the Final Judgment.

19. This Order shall become null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions in the Action before this Court entered this Order, if (a) the proposed Settlement is not finally approved by the Court, or

does not become final pursuant to the terms of the Stipulation of Settlement; or (b) the Stipulation of Settlement is terminated based to the terms set forth therein for any reason. In such event, and except as provided therein, the proposed Settlement and Stipulation of Settlement shall become null and void and be of no further force and effect; neither the Stipulation of Settlement nor the Court's Orders, including this Order, shall be used or referred to for any purpose whatsoever.

20. This Order shall be of no force and effect if the Settlement does not become final and shall not be construed or used as an admission, concession, or declaration by or against the Defendants of any fault, wrongdoing, breach, or liability, or by or against Plaintiff or the Class Members that their claims lack merit or that the relief requested in the Action is inappropriate, improper, or unavailable, or as a waiver by any party of any claims or defenses they may have.

21. The Court retains jurisdiction of this Action for all purposes and authorizes the Parties to take all necessary and appropriate steps to implement the Settlement Agreement.

DATED: February 14, 2020

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

Opposed

Unopposed