

If you were billed by and paid Guaranteed Subpoena Service, Inc. for attendance fee costs that they did not incur between June 1, 2010 and June 19, 2019, you could get a payment from a class action settlement.

A state district court authorized this Notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.

- A Settlement has been proposed in a class action lawsuit against Guaranteed Subpoena Service, Inc., Constables Office of New Jersey, Inc., and Philip Geron (“Defendants”) about whether they billed and collected certain pass-through fees that they did not incur.
- If you are an individual or entity within the State of New Jersey who was billed by and paid Defendants for attendance fee costs that they did not incur between June 1, 2010 and June 19, 2019, you are included in this Settlement as a “Class Member.”
- Class Members who submit a valid Claim Form will be eligible to receive up to \$55 per uncashed attendance fee check.
- Your legal rights are affected regardless of whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY JUNE 25, 2020	This is the only way you can get a payment from this Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY MAY 6, 2020	Do not get a Settlement payment. This is the only option that allows you to be part of any other lawsuit against the Defendants for the legal claims made in this case and released by the Settlement.
OBJECT TO THE SETTLEMENT BY MAY 6, 2020	Write to the Court with reasons why you do not agree with the Settlement.
GO TO THE FINAL APPROVAL HEARING ON JUNE 5, 2020	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.
DO NOTHING	You will not get a payment from this Settlement, and you will give up your right to be part of any other lawsuit against the Defendants for the legal claims made in this case and released by the Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Stipulation of Settlement, available at www.GuaranteedSubpoenaSettlement.com, or call 1-844-454-4155.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals, if any, are resolved. Please be patient.

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed Settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Claims Administrator appointed by the Court will distribute the benefits that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Superior Court of New Jersey, Law Division, Middlesex County. The case is known as *Anthony Vetter v. Guaranteed Subpoena Service, Inc., et al.*, Case No. MID-L-3650-16. The person who filed the lawsuit is called the “Plaintiff” and the companies and person he sued, Guaranteed Subpoena Service, Inc., Constables Office of New Jersey, Inc., and Philip Geron, are called the “Defendants.”

2. What is this lawsuit about?

Plaintiff claims that Defendants engaged in deceptive and unconscionable commercial practice in connection with their service of process business. Specifically, Plaintiff claims that Defendants publish certain set prices to serve civil process, such as a flat \$59.95 for basic service within New Jersey. A person subpoenaed is entitled to an attendance fee of \$2-\$55, depending on where they reside, for travel to comply with the subpoena. Defendants advance the required attendance fee to the subpoenaed party by check. Defendants then invoice their customers both the advertised and listed service fee, as well as the pass-through attendance fee. In many or most cases, the subpoenaed party never cashes the attendance fee check which is sometimes marked “VOID IN 30 DAYS.” Instead of refunding its customers, Defendants keep the uncashed funds. In doing so, the pass-through mileage cost becomes a hidden fee that exceeds the advertised and published flat rates for service of process.

The Defendants deny all of the claims and allegations made in the lawsuit.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Anthony Vetter) sue on behalf of people who have similar claims. Together, all these people are called a “Class” or “Class Members.” One Court and one judge resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Defendants. Instead, the Plaintiff negotiated a Settlement with the Defendants that allows them to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Class Members to be compensated without further delay. The Class Representative and his attorneys think the Settlement is in the best interest of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

If you received a notice in the mail or by email, you are part of this Settlement as a Class Member. Specifically, the Class includes all individuals and entities within the State of New Jersey who were billed by and paid Defendants for attendance fee costs that Defendants did not incur between June 1, 2010 and June 19, 2019.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement are Defendants, their officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, successors, assigns, or other persons or entities related to or affiliated with Defendants and the Court, the Court's immediate family and Court staff.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

Defendants have agreed to pay all valid claims submitted by Class Members in an amount not to exceed a total of \$1,000,000. In addition, Defendants have modified Guaranteed Subpoena's website to clearly disclose its refund policy and the fact that Defendants retain the amount of the attendance fee whether or not the check is cashed. Defendants will also consider including this refund policy on all invoices which include any attendance fee charges and will also remove any "VOID IN 30 DAYS" notation on the attendance fee checks they issue beginning within 15 days after the Effective Date of the Settlement.

8. How much will my Settlement payment be?

Class Members may receive the actual amount of each uncashed attendance fee check they paid, subject to a maximum of \$55 per any qualifying single uncashed attendance fee check. If the total amount of all valid claims submitted exceeds \$1,000,000, each valid claim will be reduced on a pro rata basis.

HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM

9. How do I get a Settlement payment?

To qualify for a Settlement payment, you must complete and submit a Claim Form by **June 25, 2020**. Claim Forms are available and may be filed online at www.GuaranteedSubpoenaSettlement.com. Claim Forms are also available by calling 1-844-454-4155 or by writing to *Guaranteed Subpoena* Claims Administrator, P.O. Box 43501, Providence, RI 02940-3501.

If you are an attorney who requested a subpoena and paid the attendance fee cost on behalf of one or more clients, please review the following information:

- Claim Forms can be submitted by an attorney who paid one or more attendance fee costs billed by Defendants during the Class Period and who has not been reimbursed for said attendance fee(s) should the attorney wish to participate in the Settlement.
- If the client ultimately paid the attendance fee cost(s), then you should send this Class Notice to your client(s) and direct them to the Settlement Website to file a claim. Alternatively, you may request that the Claims Administrator send the client(s) the Long Form Class Notice and Claim Form directly by sending the Claims Administrator a list of client names and current addresses.
- Alternatively, you may submit a Claim Form on behalf of your client(s) on whose behalf you requested the subpoena and paid the attendance fee costs. Attorneys submitting Claim Forms on behalf of multiple clients should submit a separate Claim Form for each client.

10. When will I get my Settlement payment?

The Court will hold a Final Approval Hearing at 9:00 a.m. on June 5, 2020 to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Depending on the number of claims submitted, and whether any appeals are filed, the Claims Administrator *could* distribute payments as early as 10 days after the Effective Date. Please be patient.

11. What am I giving up to get a Settlement payment or stay in the Settlement?

Unless you exclude yourself from the Settlement, you will release certain legal claims as they relate to the Settlement. This means that you will no longer be able to sue, continue to sue, or be part of any other lawsuit against any of the Defendants and the “Released Parties” about the claims made in this lawsuit and released by the Stipulation of Settlement. You will be legally bound by all of the Court’s orders, as well as the “Released Claims,” below. You may exclude yourself from the Settlement (*see* Questions 14–16). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims.

12. What are the Released Claims?

“Released Claims” means and includes any and all rights, duties, demands, obligations, claims, actions, causes of action, or liabilities, whether arising under local, state, or federal law, whether by Constitution, statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, and including, but not limited to, breach of contract, unjust enrichment, unfair trade practice, violation of state or federal consumer protection statutes, and violation of the New Jersey Consumer Fraud Act, as of the Effective Date of this Agreement, that directly relate to or in any way arise out of any and all acts, omissions, facts, transactions, occurrences, claims, demands, actions, causes of action, rights, or liabilities alleged, asserted, or referred to in the Action, including, but not limited to, all such claims for general, special, treble, and punitive damages, as well as any and all such claims for penalties, attorneys’ fees, and costs of suit.

13. Who are the Released Parties?

“Released Parties” means and includes: Guaranteed Subpoena Service, Inc., Constables Office of New Jersey, Inc., and Philip Geron, and each and all of its/their respective direct and indirect parent companies, affiliates, subsidiaries, agents, heirs, successors, predecessors-in-interest, officers, directors, employees, attorneys, shareholders, and assigns.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a written opt-out request to the Claims Administrator. Your opt-out request must include: (a) your name, address and telephone number and the name of the client for whom attendance fee costs were paid, where applicable; (b) a statement that you wish to be excluded from the Class in *Anthony Vetter v. Guaranteed Subpoena Service, Inc., et al.*, Case No. MID-L-3650-16; (c) specify each separate claim, if you have more than one; and (d) your signature. You must mail your exclusion request postmarked no later than **May 6, 2020** to:

Guaranteed Subpoena Claims Administrator
P.O. Box 43501
Providence, RI 02940-3501

15. If I exclude myself, can I still get a payment from the Settlement?

No. If you exclude yourself from the Settlement, do not send in a Claim Form to ask for a Settlement payment because you will no longer be eligible for one.

16. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. If you stay in the Settlement (*i.e.*, do nothing or do not exclude yourself from the Settlement), you give up any right to separately sue the Defendants and Released Parties for the claims released by the Settlement.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed Allan Kanner and Cynthia St. Amant of Kanner & Whiteley, LLC, Gerald H. Clark and Mark W. Morris of Clark Law Firm, P.C., and Charles P. Kelly of Kelly Law, P.C. as “Class Counsel” to represent you and other Class Members. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys’ fees and expenses in the amount of \$1,050,000, and a \$2,000 incentive award to the Class Representative. If approved, these amounts, as well as the costs of notice and settlement administration will be paid separately by Defendants and will not reduce the amount of money available to Class Members who submit a valid Claim Form.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

19. How do I tell the Court that I do not like the Settlement?

If you are a Class Member, you can object to the Settlement and/or Class Counsel’s motion for attorneys’ fees and expenses and/or for an incentive award for the Class Representative. You can give reasons why you think the Court should not approve the Settlement, the fees and expenses, and the incentive award. The Court will consider your views before making a decision. To object, you must file with the Court and serve on Class Counsel and Defendants’ Counsel a written notice stating that you object to the Settlement in *Anthony Vetter v. Guaranteed Subpoena Service, Inc., et al.*, No. MID-L-3650-16.

Your objection must include:

- 1) your full name, address, telephone number, email address, and the name of the client(s) for whom an attendance fee cost was paid, where applicable;
- 2) the specific objection(s) asserted;
- 3) a detailed description of the facts underlying each objection;

- 4) a detailed description of the legal authorities, if any, supporting each objection;
- 5) the identity of all counsel, including the lawyer's name, address and telephone number, who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection;
- 6) a statement of whether you or your counsel intend to appear and argue at the Final Approval Hearing and, if so, how long you anticipate needing to present your objection;
- 7) a list of all persons you may call to testify or seek to present argument at the Final Approval Hearing;
- 8) a list of the exhibits you may offer at the Final Approval Hearing, along with copies of such exhibits;
- 9) a list of all class action settlements where you or your counsel has submitted an objection in the last five years as well as any ongoing or previously filed litigation related to any objection; and
- 10) the signature of the person who paid Defendants or reimbursed counsel for the attendance fee costs at issue in this case.

Your objection must be filed with the Clerk of the Court, Middlesex County Courthouse, 56 Paterson Street, New Brunswick, New Jersey, 08903 by **May 6, 2020**. You must also mail copies of your objection to Class Counsel and Defendants' Counsel postmarked no later than **May 6, 2020** at the addresses below.

Class Counsel:
 Charles P. Kelly, Esq.
 Kelly Law, P.C.
 55 N. Gilbert Street
 Bldg. 4, Suite 4202
 Tinton Falls, NJ 07701

Defendants' Counsel
 Jarrid H. Kantor, Esq.
 Antonelli Kantor, P.C.
 1000 Stuyvesant Avenue, Suite #1
 Union, NJ 07083

20. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or file a claim because the Settlement no longer applies to you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 9:00 a.m. on June 5, 2020, in Middlesex County Courthouse, 56 Paterson Street, New Brunswick, New Jersey, 08903. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 19). The Court will also decide whether to approve Class Counsel's request for payment of fees and expenses and the incentive award to the Class Representative.

22. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

23. May I speak at the Final Approval Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file a written notice of intent to appear at the Final Approval Hearing by **May 6, 2020**, and mail copies of the same to Class Counsel and Defendants' Counsel postmarked by **May 6, 2020** at the addresses provided in Question 19 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

24. What happens if I do nothing?

If you do nothing, you will not receive a payment from this Settlement. If the Court approves the Settlement, you will be bound by the Stipulation of Settlement and the Release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Parties about the issues resolved by this Settlement and released by the Stipulation of Settlement.

GETTING MORE INFORMATION

25. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are available in the Stipulation of Settlement, which is available at www.GuaranteedSubpoenaSettlement.com or by writing to the *Guaranteed Subpoena* Claims Administrator, P.O. Box 43501, Providence, RI 02940-3501.

***Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer any questions regarding the Settlement or the litigation.***