

**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.

FILED: JUNE 12, 2020

ANA C. VISCOMI, J.S.C.

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

Docket No.: MID-L-3650-16

Civil Action

FINAL JUDGMENT AND ORDER

On February 14, 2020, this Court granted preliminary approval of the proposed class action settlement set forth in the Stipulation of Settlement between Plaintiff, on behalf of himself and all Class Members, and Defendants Guaranteed Subpoena Service, Inc., Constables Office of New Jersey, Inc., and Philip Geron. The Court also approved the procedure for giving Class Notice to Class Members and set a Final Approval Hearing to take place on June 5, 2020.

On June 5, 2020, the Court held a duly noticed Final Approval Hearing to consider whether the terms and conditions of the Stipulation of Settlement are fair, reasonable, and adequate and in the best interests of the Class and whether and in what amount to approve Class Counsel's application for an award of attorneys' fees and costs and an incentive award for the Plaintiff Class Representative.

After considering: (i) the memoranda submitted on behalf of the respective Parties, (ii) the Stipulation and all exhibits thereto, (iii) the record of this proceeding, including the evidence

adduced at the hearing, (iv) the representations and argument of Counsel for the respective Parties, and (v) the relevant law, including but not limited to Rule 4:32-2 of the New Jersey Rules of Court, and based upon the findings of fact and law identified below and implicit in this order:

IT IS ORDERED, ADJUDGED, AND DECREED that:

1. This Final Judgment and Order incorporates by reference the definitions in the Parties' Stipulation of Settlement on file with this Court, and all capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Stipulation of Settlement.

2. The Court has personal jurisdiction over the Parties and all Class Members, venue is proper, and the Court has subject matter jurisdiction to approve the Settlement, including the Stipulation of Settlement and all exhibits thereto and to enter this Final Judgment.

3. Pursuant to the Court's June 22, 2018 Order, the Class is defined as follows:

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.

Excluded from the Class 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.

4. The Court finds that the Class previously certified continues to meet all the requirements of *Rule 4:32-1* of the New Jersey Court Rules of Court.

5. The Court's June 22, 2018 Order appointed Plaintiff Anthony Vetter as Class Representative for the Class and the Court recognizes that he has continued to adequately and fairly represent the Class.

6. The Court's June 22, 2018 Order appointed the following attorneys and law firms Class Counsel for the Class and the Court recognizes that they have continued to adequately and fairly represent the Class:

Kanner & Whiteley, LLC
Allan Kanner, Esq.
Cynthia St. Amant, Esq.
701 Camp Street
New Orleans, LA 70130

Clark Law Firm, PC
Gerald H. Clark, Esq.
Mark W. Morris, Esq.
811 Sixteenth Avenue
Belmar, NJ 07719

Kelly Law, PC
Charles P. Kelly, Esq.
55 N. Gilbert Street
Bldg. 4, Suite 4202
Tinton Falls, NJ 07701

7. The Court finds that Class Notice was given in the manner ordered by the Court; constituted the best practicable notice under the circumstances; constituted notice reasonably calculated to apprise Class Members of the pendency of the Action, their right to object to or opt-out of the Class, and their right to appear at the Final Approval Hearing; was fair and reasonable and constituted adequate and sufficient notice to all persons entitled to receive notice, including all Class Members; and complied fully with the requirements of *Rule 4:32-2* of the New Jersey Rules of Court, the Due Process Clause of the United States Constitution, the Rules of this Court, and any other applicable law.

8. Due and adequate notice of the proceedings having been given to the Class and a full opportunity having been offered to the Class to participate in the Final Approval Hearing, it is hereby determined that all Class Members are bound by this Final Judgment.

9. The Court held a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement, and the Court has thoroughly considered any and all objections to and comments in support of the Settlement and its terms.

10. The Stipulation of Settlement was the result of extensive and intensive arm's length negotiations among highly experienced counsel, with full knowledge of the risks inherent in this litigation.

11. The extensive oral and written discovery and independent investigation conducted in the litigation to date, and the factual record compiled, suffices to enable the Parties and the Court to make an informed decision as to the fairness and adequacy of the proposed Settlement.

12. The benefits provided by the Settlement are fair, adequate, and reasonable compared to the range of possible recovery.

13. The Proposed Settlement is fair, reasonable and adequate in light of the complexity, expense and likely duration of the litigation and in light of the risks involved in maintaining a class action through trial and appeals.

14. The Stipulation of Settlement is finally approved in all respects as fair, reasonable, and adequate pursuant to *Rule* 4:32-2 of the New Jersey Court Rules and any applicable law and is in the best interest of the Class Members.

15. The Court confirms the appointment of KCC, LLC as Claims Administrator to carry out the duties and responsibilities set forth in the Stipulation. Neither Plaintiff, nor Defendants, nor the Parties' counsel shall be liable for any act or omission of the Claims Administrator.

16. The Parties are hereby directed to implement and consummate the Stipulation of Settlement according to its terms and provisions. The Court expressly approves the Settlement benefits as fair, reasonable, adequate and consistent with Due Process, including the injunctive relief, which shall be binding upon the Defendants on the terms set forth in the Stipulation of Settlement.

17. This Action is hereby dismissed with prejudice, as provided in the Stipulation of Settlement, and without costs, except as provided for herein and in the Stipulation.

18. As of the Effective Date, Plaintiff, on his own behalf and on behalf of each Class Member, on behalf of their respective heirs, executors, administrators, representatives, agents,

attorneys, partners, clients, successors, predecessors-in-interest, assigns, and any authorized users of their accounts acknowledges full satisfaction of and fully, finally, and forever settles with, releases, and discharges 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 (“Released Parties”) of and from 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 the Stipulation of Settlement, 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 (the “Released Claims”).

19. Plaintiff and each Class Member may hereafter discover facts in addition to, or different from those facts which he, she, or it now knows or believes to be true with respect to the subject matter of the Settlement, but upon the Effective Date, Plaintiff and each Class Member release fully, finally, and forever all Released Claims notwithstanding the discovery or existence of any such additional or different facts.

20. The Court hereby bars and enjoins all Class Members and all persons acting on behalf of or in concert or participation with such Class Members, from filing, commencing, prosecuting, intervening in or participating in any lawsuit in any jurisdiction on behalf of any Class Member, based upon or arising from any of the Released Claims asserted in the Action or which could have been asserted in the Action, and all Class Members who have not timely and validly opted-out from the Class, and all persons acting on behalf of or in concert or participation with such Class Members from bringing a class action on behalf of any Class Member or seeking to certify a class which includes any Class Members in any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based upon or arising from any of the Released Claims asserted in the Action or which could have been asserted in the Action.

21. Upon consideration of Class Counsel's petition for fees, costs, and expenses, Class Counsel are hereby awarded attorneys' fees, costs, and expenses in the amount of \$1,050,000.00 (one million, fifty thousand dollars), payable pursuant to the terms of the Stipulation of Settlement.

22. The Court finds that Class Counsel's request pursuant to the New Jersey Consumer Fraud Act's fee-shifting provision is evaluated on the basis of Class Counsel's lodestar, which the Court finds to be reasonable and proper. *Rendine v. Pantzer*, 141 N.J. 292 (1995). In addition, the Court finds that the modest enhancement sought by Class Counsel is likewise proper, per the *Rendine* court. *Id.* Finally, the Court finds that the following factors set forth by *Rule 1.5(a)* of the New Jersey Rules of Professional Conduct, *inter alia*, support awarding the requested fees:

- a. the claims against Defendants required substantial time and labor;
- b. there were novel and difficult issues in the case, which required skilled and talented lawyers;

- c. Class Counsel were precluded from other employment as a result of taking this Action;
- d. the requested fee is customary and comports with fees awarded in similar cases;
- e. Class Counsel undertook numerous and significant risks on behalf of Class Members with no guarantee that they would be compensated and/or reimbursed for their costs incurred; and
- f. Class Counsel obtained a desirable result.

23. Upon consideration of Class Counsel's petition for an incentive award for Plaintiff in this Action, Plaintiff Anthony Vetter is hereby awarded an incentive award in the amount of \$2,000.00 (two thousand dollars).

24. This Court retains exclusive jurisdiction over the Settlement, including the administration, consummation, enforcement, and interpretation of the Stipulation of Settlement, the administration and distribution of the Settlement, and of this Final Judgment.

DATED: June 12, 2020

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

_____ Opposed

 X Unopposed

On June 12, 2020, the court's statement of reasons have been set forth on the record.