

**CLASS ACTION SETTLEMENT AGREEMENT IN THE MATTER OF  
DANIEL GARRITY AND CHRISTINA GARRITY V. STIER LEIBOWITZ &  
KLEIN, LLC AND ALEX KLEIN  
SUPERIOR COURT OF NEW JERSEY, UNION COUNTY LAW DIVISION  
DOCKET NO.: UNN-L-3880-24**

This Class Action Settlement Agreement (the “Settlement Agreement”) memorializes the Settlement between the Plaintiffs in the above referenced case, Daniel Garrity and Christina Garrity (collectively the “Plaintiffs”), and Defendants Stier Leibowitz & Klein, LLC and Alex Klein (collectively the “Defendants”). Together the Plaintiffs and Defendants are referenced as the “Parties,” and the class action lawsuit referenced above is referred to as “the Lawsuit.”

The Settlement Agreement was reached after arm’s-length settlement negotiations between Plaintiffs and Defendants through their respective attorneys. The Parties have agreed to settle the Lawsuit in order to avoid the uncertainty, risk, expense and interference with ongoing business operations inherent in any litigation, that the terms of the Settlement Agreement constitute a fair and reasonable compromise of the claims and defenses of the Parties, and without any admission of liability or wrongdoing. Defendants deny any alleged violations or wrongdoing and deny any liability. The Settlement Agreement is not an admission of liability as to any claim or of any fact alleged by Plaintiffs. To that end, the Parties have agreed to a Class Action Settlement (the “Settlement”) as described in this Settlement Agreement, subject to preliminary and final approval by the Court.

**I. SETTLEMENT AGREEMENT DEFINITIONS AND TERMS**

1. Class Counsel: For Settlement purposes only, the Parties stipulate to the appointment of David C. Ricci, Esq. of the Law Office of David C. Ricci, LLC, as Class Counsel.
2. Class Representatives: For Settlement purposes only, the Parties stipulate to the appointment of Plaintiffs Daniel Garrity and Christina Garrity as Class Representatives.
3. Settlement Class Definition: Plaintiffs filed a Complaint in the lawsuit entitled Garrity v. Stier Leibowitz & Klein, et al., UNN-L-3880-22 (“the Action”). For Settlement purposes only, the Parties agree to a Settlement Class for monetary relief pursuant to Rule 4:32-1(b)(3) for alleged violations of the Fair Debt Collection Practices Act for Plaintiffs and all others similarly situated as follows (“the Class Definition”):

The natural persons identified by Defendants, to whom, on or after December 29, 2021, where either or both Defendants sent a written communication on behalf of another to an alleged debtor in an attempt to collect an alleged debt incurred for personal, family, or household purposes and which any of the following conditions apply:

- (a) The written communication contained words meaning the same as or similar to “Defendants were filing a lawsuit against the alleged debt to

collect the alleged debt,” and Defendants did not file the lawsuit on the date the communication was sent or immediately thereafter;

- (b) The written communication contained words the same as or similar to “that unless you dispute the validity of the debt, or any portion thereof, within 30 days of your receipt of this notice the debt will be assumed to be valid,” without a limitation that the debt collector would be the entity or person assuming the debt to be valid; and/or
- (c) The written communication was an initial communication within the meaning of the FDCPA and failed to contain words the same as or similar to “upon the consumer’s written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor;”

4. Final Approval Date: The “Final Approval Date” for the purposes of the Settlement Agreement shall mean the later of:

(a) the date the Final Approval Order is entered if no objection is filed;

(b) if a timely objection has been filed with no appeal taken, 30 days after the date that the Court has entered the Final Approval Order and Judgment; or,

(c) if a timely objection has been filed and an appeal is taken, the day of final dismissal of the appeal or affirmance of the Final Approval Order which is not subject to further review by any court with appellate jurisdiction over the litigation.

## **II. DEFENDANTS’ REPRESENTATIONS ON CLASS SIZE AND NET WORTH**

- 5. Defendants represent that they conducted a review of their files and have identified approximately 40 natural persons who meet the Settlement Class Definition. Defendants have also confidentially represented the net worth of Stier Leibowitz & Klein, LLC and Alex Klein. Defendants have produced documents and certifications related to net worth which shall be subject to the December 20, 2023, Discovery Confidentiality Order.
- 6. The Class Representative and Class Counsel specifically rely on Defendants’ representations and have not conducted confirmatory discovery regarding the Class Size or Defendants’ net worth. The Class Representative and Class Counsel consider both representations to be material terms in negotiating the terms of this Settlement Agreement. Based on the representations of Defendants as to net worth, Class Counsel believes the relief to be provided to the Settlement Class Members to be reasonable, fair, and adequate.

## **III. CLASS AND INDIVIDUAL RELIEF**

- 7. Establishment and Funding of Settlement Account: No later than seven (7) days after the Final Approval Date, Defendants shall establish a fund (hereinafter “Settlement Fund”) with the Settlement Administrator in the amount set forth below. The Settlement Fund shall be established by the settlement administrator in a bank that has a minimum of 20

branches within the State of New Jersey that will not charge any fees to class members who cash their settlement check at a branch of that bank. No later than twenty-one (21) days after the Final Approval Date, Defendants shall fund the settlement account with the entire settlement amount set forth in paragraph 8 below.

8. Amount of Payment: Defendants shall cause to be paid the amount of **\$10,000.00** to be distributed by the Settlement Administrator to the Settlement Class Members who do not timely exclude themselves from the Settlement. If all of the approximately 40 identified Settlement Class Members choose to remain in the Settlement Class, each member shall receive a check for \$250.00 ( $\$10,000.00 \div 40$ ) (the "Relief Check"). In the event that final count of Settlement Class Members is different from 50 or some of the Settlement Class Members choose to exclude themselves from the Settlement Class, each of the remaining members shall each receive a pro-rata increase or decrease in their awards ( $\$10,000.00 \div$  members remaining in the class).
9. Cy Pres Award: At the end of the last check expiration period, and in the event that the total value of checks actually negotiated does not equal or exceed **\$10,000.00** or there is any money left over in the settlement fund account for any reason, then the settlement administrator shall make a cy pres payment in the amount remaining in the settlement fund account. The cy pres award shall be made within 21 days of the last check expiration date. The Parties agree to recommend to the Court that the cy pres award be split evenly between Central Jersey Legal Services, Inc. (CJLS) (located in New Brunswick, NJ) and the National Consumer Law Center (NCLC) (located in Boston, MA).
10. Individual Relief and Service Award: The Class Representatives shall each receive \$5,000.00, (\$10,000.00 in total) to resolve their individual claims and as a service award. Defendants shall make this payment by issuance of one check in the amount of \$5,000.00 made payable to "Daniel Garrity" and a second check in the amount of \$5,000.00 made payable to "Christina Garrity." The checks shall be delivered to David C. Ricci, Esq., at the Law Office of David C. Ricci, LLC, 51 JFK Parkway, First Floor West, Short Hills, New Jersey 07078 no later than twenty-one (21) days after the Final Approval Date. The Class Representatives shall provide Defendants with their executed IRS W-9 Forms within three (3) days of the Final Approval Date. Defendants will issue an IRS Forms 1099 to the Class Representatives for the payments received under the Settlement Agreement.

#### **IV. RELEASE OF CLAIMS**

11. Upon Final Approval of the Settlement, the Court shall enter a Final Judgment that will include the dismissal of the Lawsuit with prejudice. The Final Judgment will provide for:(1) a General Release of all claims by Plaintiffs; and (2) a release of the class claims from all Settlement Class Members who have not timely excluded themselves. The following release language shall appear in the Notice to Class Members and the Final Order:

As a result of the Settlement that has been approved in this matter, when this judgment becomes effective upon the Final Approval Date, Plaintiffs and each Settlement Class Member, for themselves, their heirs, successors and assigns shall have jointly and severally remised, released, acquitted and forever discharged Defendants, including past and present partners, members, officers, directors, shareholders, employees, agents, heirs, successors, assigns, insurers, reinsurers, and claims handling agents of Defendants of and from any and all actions, causes of action, suits, claims, defenses, covenants, controversies, agreements, promises, damages, judgments, demands, liabilities and obligations in law or in equity that Plaintiffs and the Settlement Class Members, as defined herein, asserted or could have asserted as a result of, arising out of, or in connection with the practices described in the First Amended Complaint in this action as they relate to alleged violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*, due to a notice being sent by Defendants on behalf of a creditor where the complaint sought to collect an alleged debt incurred for personal, family, or household purposes.

Plaintiffs, on behalf of themselves only, shall remise, release and acquit the Defendants of and from any and all actions, causes of action, suits, claims, defenses, covenants, controversies, agreements, promises, damages, judgments, demands, liabilities and obligations in law or in equity, known or unknown, that accrued to Plaintiffs on or before the execution of this Settlement Agreement.

12. After the Court enters the Final Approval Order, Plaintiffs and each Settlement Class Member, and any person or entity claiming by, through or on behalf of such member of the Settlement Class, shall be permanently barred and enjoined from commencing, filing, initiating, instituting, prosecuting, maintaining or consenting to any action or other proceedings, whether by intervention, joinder or otherwise, for any released claim against the Defendants in any court of law or equity, arbitration, tribunal, administrative proceeding, or other forum. After the Court enters the Final Approval Order, if any member of the Settlement Class including Plaintiffs, or person or entity claiming by, through or on behalf of such person, commences, files, initiates, institutes or consents to, or is prosecuting or maintaining, any claim, action or other proceeding for any released claim against any Defendant in any court of law or equity, arbitration, tribunal or administrative proceeding or other forum, that claim, action or other proceeding shall be dismissed with prejudice.

#### **V. INFORMATION TO BE PRODUCED BY DEFENDANTS**

13. Defendants shall provide Class Counsel with a Settlement Class Notice Database (the "Database") not later than fourteen (14) days after the execution of this Settlement Agreement. To the extent that Defendants have the information, the Database provided to Class Counsel shall include the following information for each Settlement Class Member: (1) the member's name; (2) last known residential address; (3) e-mail address; and (4)

phone number(s), including landline and mobile. The Database shall be formatted as an electronic spread sheet, such as Excel, comma delimited, tab delimited, etc.

The Database provided to the Settlement Administrator shall also include the Social Security Number of each Settlement Class Member, to the extent known, to assist the Settlement Administrator in locating members whose Class Notice or Relief Check are returned as undeliverable. The Database provided to the Settlement Administrator shall be subject to the December 20, 2023, Discovery Confidentiality Order.

## **VI. RECOMMENDED PROCESS FOR PRELIMINARY AND FINAL APPROVAL**

14. Class Counsel shall prepare the Motion for Preliminary Approval and Motion for Final Approval. Class Counsel shall prepare, subject to approval by Defendants' counsel, the content of the Preliminary Approval Order, the Notice to Class Members, and the Final Approval Order. Any dispute over the content or wording of the Preliminary Approval Order, the Notice to Class Members, or the Final Approval Order that cannot be resolved by the Parties' respective attorneys shall be submitted to the Court for immediate resolution.
15. The Parties will recommend to the Court that Class Notice be mailed to the last known address of each Settlement Class Member via first class U.S. mail within twenty-one (21) days of the entry of the Preliminary Approval Order.
16. Individuals who fall within the definition of the Settlement Class may choose to exclude themselves (opt out) from the Settlement under such procedures as may be adopted by the Court, which shall be reflected in the Preliminary Order and the Class Notice. Individuals who fall within the definition of the Settlement Class may also choose to object to (but not opt-out from) the Settlement.
17. The Parties shall recommend to the Court the following procedures for Settlement Class Members to exclude themselves from the Settlement:

Settlement Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a written statement opting out of this Settlement. The written statement must include: (1) the Settlement Class Member's name and address, and (2) a statement that the Settlement Class Member wishes to be excluded from the Settlement Class in the Garrity v. Stier Leibowitz & Klein, LLC, et al. Class Action Settlement. Such notice must be received by the Settlement Administrator no later than 5:00 p.m. ET on the date set forth in the Preliminary Approval Order and in the Class Notice. The opt-out date shall be set by the Court. The Parties shall suggest that the opt-out date be set thirty-five (35) days after the Class Notice is mailed or the next business day thereafter if that day is on a weekend or holiday (hereinafter the "Objection/Exclusion Deadline Date"). Any such individuals who serve notice of their desire to opt out of the Settlement shall receive no compensation pursuant to the Settlement Agreement and shall not release

any claims. Every Settlement Class Member who does not timely opt out shall be deemed a Settlement Class Member.

18. The Parties shall recommend to the Court the following procedures for objecting to the Settlement:

Any person seeking to object to the Settlement must be a Settlement Class Member, and therefore cannot opt-out of the Settlement. Any objector shall notify the Court, Class Counsel and counsel for Defendants, in writing, of their objection to one or more of the terms of the Settlement Agreement or the Final Approval Order. Such written statement or notice must be filed with the Court and served on Class Counsel and Defendants' counsel no later than the Objection/Exclusion Deadline Date as set by the Court. Any such notice of objections shall include:

1. A statement of each objection being made;
2. A description of the facts and legal basis for each objection;
3. A statement of whether the objector intends to appear at the Fairness Hearing;
4. A list of witnesses whom the objector may call by live testimony, oral deposition testimony, or affidavit during the Fairness Hearing; and
5. A list of exhibits which the objector may offer during the Fairness Hearing, along with copies of all of the exhibits.

19. Any such objection must state whether it applies only to the objector, to a specific subset of the Class, or to the entire Class, and also state, with specificity, the grounds for the objection. Unless approved by the Court after a hearing, no payment or other consideration may be provided in connection with forgoing or withdrawing an objection or forgoing, dismissing, or abandoning an appeal from a judgment approving the proposal.
20. Pursuant to Court approval, Settlement Class Members who fail to file or serve timely written objections or notice of intention to appear and object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to this Settlement. The Procedures adopted by the Court for Objections shall be set forth in the Preliminary Approval Order and the Class Notice.
21. Within seven (7) days of the filing of the motion for Preliminary Approval, Defendants shall serve the Notifications to appropriate officials as required by the Class Action Fairness Act ("CAFA"), specifically 28 U.S.C. §§ 1332(d), 1715, and simultaneously copy Class Counsel on that communication.
22. The Parties shall request that the Court set the date for the Fairness Hearing to be approximately thirty (30) days following the deadline for opt-outs and objections but not sooner than 105 days from the date of the Preliminary Approval Order.

23. No later than sixty (60) days after the Settlement Agreement has been executed, the Parties shall jointly file a motion for preliminary approval of a class action settlement request that the Court enter an order that (a) preliminarily approves the class action settlement and certifies the proposed class; (b) approves notice to be sent to the Settlement Class, (c) appoints interim class counsel, and (d) schedules the Fairness Hearing.

## **VII. CLASS NOTICE AND SETTLEMENT ADMINISTRATION**

24. The Parties have selected American Legal Claim Services, LLC, to serve as Class Action Settlement Administrator (“ALCS” or “Settlement Administrator”), subject to Court approval. Defendants represent that they will retain the services of ALCS to serve as Settlement Administrator for this Settlement no later than fourteen (14) days after this Settlement Agreement is signed by all Parties.
25. Defendants shall be responsible for all the costs and fees of the Settlement Administrator related to providing Notice to the Settlement Class and the administration of the settlement by the Settlement Administrator approved by the Court, including CAFA Notices. Defendants shall also be responsible for all the costs and fees of the Settlement Administrator that have been incurred for the mailing of Notice to the Certified Class.
26. Defendants shall deliver the Database of Settlement Class Members to the Settlement Administrator no later than seven (7) days after the date of preliminary approval of the Settlement by the Court.
27. No later than twenty-one (21) days after the date of preliminary approval of the Settlement by the Court, the Settlement Administrator shall format, address, print and mail the Class Notice, by first class U.S. mail, postage prepaid, to the last known address of each Settlement Class Member. The Settlement Administrator will update the addresses of those Settlement Class Members by means of the National Change of Address Databank (NCOA) maintained by the U.S. Postal Service prior to the initial mailing of the Notice **and** shall update the addresses by other reasonable methods available to the Administrator after receipt of returned undeliverable mailed Class Notices. Reasonable methods include the use of Social Security numbers, telephone numbers, and Databases such as Accurint, Westlaw, and LexisNexis, and the Preliminary Approval Order shall expressly permit the use of such methods. The Settlement Administrator shall also format, address, print and mail the relief checks, and will also update the addresses of those Settlement Class Members as necessary only after receipt of any returned undeliverable mailed relief checks. Relief checks that are returned undeliverable as addressed (UAA) shall be re-mailed with additional time to negotiate the checks if a new address is found. The Settlement Administrator shall also provide to Class Counsel and Defendants’ counsel one or more declarations stating that the Class Notice was deposited in the U.S. mail in accordance with the terms of the Preliminary Approval Order and as required by the Settlement Agreement along with statistics on:
  - The number of Class Notices that were mailed successfully;
  - The number of Class Notices that were returned as undeliverable; and

- The number of Class Notices that were re-mailed successfully.
28. The Settlement Administrator shall also provide to Class Counsel and Defendants' counsel a declaration which shall state the number and identity of Class Members who the Settlement Administrator has determined to have submitted a valid and timely Request for Exclusion (opt-out).
  29. In addition, the Settlement Administrator shall:
    - (a) deliver to Class Counsel and to Defendants' counsel copies of any and all Requests for Exclusion received by the Settlement Administrator and provide the Settlement Administrator's determinations as to whether each Request for Exclusion was timely received;
    - (b) remove from the class member Database all Settlement Class Members who successfully excluded themselves from the Settlement; and
    - (c) notify in writing any Settlement Class Member as to whether their Request for Exclusion was granted by the Court. This information shall also be stated in the declaration(s) referred to within.

No later than seven (7) days after the Objection/Exclusion Deadline Date, the Settlement Administrator shall provide all Counsel with a list of Settlement Class Members who requested exclusion from the Settlement Class along with the date each such request was received and an affidavit to be filed with the Court containing all of the relevant information set forth above.

30. No later than twenty-one (21) days after the Final Approval Date, Defendants shall make a payment to the Settlement Administrator of the amount necessary to fund the relief to the Settlement Class Members.
31. No later than twenty-eight (28) days after the Final Approval Date, the Settlement Administrator shall mail checks to all Settlement Class Members who did not successfully exclude themselves from the Settlement. The Class Relief Checks ("Relief Checks") will include the issue date and the expiration date in 16-point or greater font size. The expiration date shall be 180 days from the date the Relief Check is mailed. If a Relief Check is reissued or re-mailed to a Settlement Class Member, the new Relief Check shall have the original expiration date. The Relief Checks shall be accompanied by a cover letter drafted by Class Counsel, with notice to Defendant's Counsel, to be printed on the Settlement Administrator's letterhead with any disputes regarding the language of the letter to be resolved by the court.
32. The Settlement Administrator shall provide Class Counsel and to Defendants' counsel with one report of the number of Relief Checks cashed. The report shall be submitted to Class Counsel and to Defendants' counsel within thirty (30) days after the last Settlement Class Member Relief Check expiration date, and shall include a cumulative report of the number of checks cashed together with the names of the persons who either cashed or did

not cash their respective check or if the check was undeliverable and the amount of the *cy pres* check. The final report shall also include verification and a detailed certification confirming that the requirements of this agreement have been complied with.

#### **VIII. ATTORNEYS' FEES AND COSTS**

33. The FDCPA contains fee shifting provisions that requires payment of reasonable attorneys' fees and costs. The Parties agree that reasonable attorneys' fees and costs are in addition to and separate from the Settlement benefits that each Settlement Class Member will receive and are the sole property of Class Counsel, and are not the property of Plaintiffs or the Settlement Class Members. The award of attorneys' fees and costs referred to in this paragraph shall not include any time that may be spent responding to any breach of the Settlement Agreement or any time that may be spent responding to claims of objectors. Subject to the approval by the Court, the Parties agree that Class Counsel is entitled to and that Defendants shall pay an award of attorney's fees and costs in the amount of thirty-five thousand (\$35,000.00) dollars for the prosecution of the claims asserted in the Complaint. The Parties agree that this amount includes fees and expenses for Class Counsel to respond to questions from Class Members.
34. Class Counsel shall provide Defendants with an executed IRS Form W-9 within five (5) days of final approval of the settlement by the court. Defendants shall issue to Class Counsel an IRS Form 1099 for attorneys' fees and costs paid under the Settlement Agreement or pursuant to Court Order.
35. No later than fourteen (14) days after the Final Approval Date, Defendants shall pay the full amount of attorney's fees and costs approved by the Court. Defendants shall issue and deliver a check made payable to the "Law Office of David C. Ricci, LLC" in the full amount of the attorneys' fees and costs agreed upon and set forth herein to Class Counsel. The check shall be delivered to David C. Ricci, Esq., at the Law Office of David C. Ricci, LLC, 51 JFK Parkway, First Floor West, Short Hills, New Jersey 07078.

#### **IX. MISCELLANEOUS**

36. Defendants shall in no event be liable for the payment of any and all applicable federal, state and local taxes resulting from any payments received or made under the Settlement Agreement.
37. The Order for Preliminary Approval shall request that during the pendency of the settlement proceedings, as set forth in this Settlement Agreement, the commencement and/or prosecution of any and all claims, actions, proceedings, or discovery brought by, or on behalf of, the Plaintiffs or any potential Settlement Class Member against Defendant are enjoined and stayed, which stay shall remain effective during the pendency of the proceedings contemplated by this Settlement Agreement. This paragraph shall not apply to any Settlement Class Members who elect to exclude themselves or object to the Settlement Agreement.

38. Class Counsel represents and warrants that as of the date this Agreement is signed, they are not currently aware of any lien, assignment, subrogation, encumbrance, garnishment, security interest or other right of any person to the proceeds of the Settlement set forth in the Settlement Agreement, including any claims by any state or governmental body, any employer, and/or any other entity that would give such person or entity a claim to payment of all or any portion of any Settlement payment to Plaintiffs or any Settlement Class Member. Class Counsel have not made any investigation of any such potential claims or interests and are under no obligation to make any such investigation.
39. Cooperation: The Parties will cooperate in seeking certification of the Settlement Class for Settlement purposes under Rule 4:32, and will cooperate in seeking both preliminary approval and final approval of the Settlement consistent with the terms and provisions of the Settlement Agreement.
40. No Admission of Liability: Defendants deny any violation and any liability, and the Settlement Agreement is not an admission of liability as to any claim or of any fact alleged by Plaintiffs. The Parties intend this settlement to be a full, final, and complete resolution of all disputes between them with respect to the Lawsuit and the Released Claims. The Settlement Agreement constitutes a compromise of claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim. The final judgment submitted by the Parties shall expressly state that no finding of liability or wrongdoing has been made against any Defendant.
41. Changes Required by the Court: If the Court indicates, prior to making a final ruling on the Settlement, that the Settlement will not be approved unless certain changes are made, the Parties will attempt in good faith to reach agreement to those changes prior to withdrawing from this agreement. However, if no such agreement can be reached within sixty (60) days, then either Plaintiffs or Defendants may terminate the Settlement Agreement. If the Settlement Agreement is terminated under such circumstances, Plaintiffs, Defendants, and each of the Settlement Class Members shall be deemed to be in the same position as existed prior to its execution, with the same *status quo ante* rights and interests as they may have had absent the entry by Defendants and Plaintiffs into this Agreement, and all other understandings and agreements between the Parties and their respective counsel relating to the Settlement shall be deemed to be null and void and of no force and effect. Upon termination under this paragraph, the Parties will jointly notify the Court of the need to decide class certification as a contested motion.
42. Failure to Obtain Final Approval: If the proposed Settlement does not receive the Court's final approval, final approval is reversed on appeal, or the proposed Settlement otherwise fails to become effective for any reason, the Court's preliminary approval of certification of the Settlement Class shall be vacated and become null and void without further Court action or order. Upon either of those events, the Parties shall be placed in the *status quo ante* prior to the execution of the Settlement Agreement. The Parties will not be deemed to have waived, limited or affected in any way, any of their claims or defenses, including, but not limited to, any claims in favor of, or objections to, certification of a class.

43. Entire Agreement/Amendment/Modification: This Settlement Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understandings and negotiations whether written or oral. No modification, amendment, supplement to or waiver of this Settlement Agreement shall be binding upon the Parties unless made in writing and executed by all Parties and/or their respective successors-in-interest. No oral amendment or modification shall be effective unless the amendment or modification is committed to a written instrument executed by all Parties and/or their respective successors-in-interest.
44. Attorneys' Fees and Expenses: Except as expressly provided in the Settlement Agreement, each of the Parties shall bear his, her or its own fees and expenses in connection with the litigation and this Settlement. Nothing in the Settlement Agreement shall be construed to obligate Defendants to pay any fees, costs, or expenses of any Settlement Class Member who objects to or opts out of the Settlement.
45. Jurisdiction: The Court shall retain jurisdiction to implement and enforce the Settlement Agreement and its terms, and the Parties and the Settlement Class submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.
46. Interpretation of Disputed Terms and Provisions: In any dispute between the Parties regarding the terms of this Settlement, all terms of the Settlement Agreement shall be governed and interpreted according to the substantive laws of the State of New Jersey, without reference to its conflict of law principles. This Settlement Agreement shall be deemed to have been drafted equally by the Parties and shall not be construed strictly against either Party.
47. Execution in Counterparts: The Settlement Agreement may be executed in counterparts and/or by facsimile or electronically-scanned signatures with the same force and effect as if executed in one complete document with the original signature of all Parties.
48. Authorization: Any persons signing this Settlement Agreement represent they are authorized to enter into this Agreement with full knowledge and authority of the Party or Parties on whose behalf they are signing.
49. Plaintiffs expressly warrant from and including the date of execution of the Settlement Agreement through and including the date of final approval there is and shall be no legal impediment to the consummation of this Settlement Agreement and that she owns, and will own on the date of final approval the individual claims that she is releasing.

*signatures on following page*

*January 9, 2025*

The Settlement Agreement is agreed to effective December     , 2024 by:

**PLAINTIFFS:**

*David C. Ricci*

David C. Ricci, Esq.  
Law Office of David C. Ricci, LLC  
*Attorney for Plaintiffs and the Settlement Class*

Date: December 17, 2024

*Daniel Garrity*  
Daniel Garrity  
*Plaintiff*

Date: December 20, 2024

*Christina Garrity*  
Christina Garrity  
*Plaintiff*

Date: December 20, 2024

**DEFENDANTS:**

Alex Klein  
*Defendant*

Date: December     , 2024

Alex Klein *on behalf of*  
Stier Leibowitz & Klein, LLC  
*Defendant*

Date: December     , 2024

The Settlement Agreement is agreed to effective December \_\_, 2024 by:

**PLAINTIFFS:**

\_\_\_\_\_  
David C. Ricci, Esq.  
Law Office of David C. Ricci, LLC  
*Attorney for Plaintiffs and the Settlement Class*

Date: December \_\_, 2024

\_\_\_\_\_  
Daniel Garrity  
*Plaintiff*

Date: December \_\_, 2024

\_\_\_\_\_  
Christina Garrity  
*Plaintiff*

Date: December \_\_, 2024

**DEFENDANTS:**

\_\_\_\_\_  
Alex Klein  
*Defendant*

January 9, 2024  
Date: ~~December~~ \_\_, 2024

\_\_\_\_\_  
Alex Klein *on behalf of*  
Stier Leibowitz & Klein, LLC  
*Defendant*

January 9, 2024  
Date: ~~December~~ \_\_, 2024

