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Attorney for Plaintiffs and others similarly situated

Daniel Garrity and Christina Garrity, on behalf
of themselves and all others similarly situated,
Plaintiffs,

vs.

Stier Leibowitz & Klein, LLC, Alex Klein, and
John Does 1-5
Defendants.

SUPERIOR COURT OF NEW JERSEY
UNION COUNTY - LAW DIVISION:

CIVIL ACTION
DOCKET NO. UNN-L-3880-22

**ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' application requesting that the Court enter an Order Granting Final Approval of a Class Action Settlement as fair, reasonable and adequate; awarding amounts to the Class Representatives as awards for their service to the Settlement Class, awarding attorneys' fees and costs to Class Counsel; and approving payments to the Settlement Administrator.

Having reviewed and considered the Settlement Agreement, the application for final approval of the settlement, an award of attorneys' fees and costs, and service award to the Class Representatives, and having conducted a final approval hearing on January 16, 2026 or as otherwise scheduled by the Court, and for good cause appearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under R. 4:32-2(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class, the Court makes the following findings:

1. On December 29, 2022, Plaintiffs Daniel Garrity and Christina Garrity (“Plaintiffs”) filed a putative class action complaint against Defendants Stier Leibowitz & Klein, LLC and Alex Klein (“Defendants”). (the “Lawsuit”).

2. In the First Amended Complaint, Plaintiffs allege that Defendants violated the federal Fair Debt Collection Practices Act (“FDCPA”), FDCPA at 15 U.S.C. § 1692, *et seq.*, regarding their debt collection attempts.

3. Defendants deny any and all violations alleged in the Complaint and any liability arising out of Plaintiff’s claims in the Lawsuit.

4. The Parties reached a settlement that provides monetary relief to the Settlement Class Members.

5. The Parties have represented that the settlement was a result of extensive and prolonged arms-length negotiations.

6. Plaintiffs and their counsel, who is experienced in the area of consumer class actions, have determined that the terms of the Settlement Agreement are adequate, fair, and reasonable and in the best interest of the proposed Settlement Class.

7. A copy of the executed Settlement Agreement is attached as Exhibit A to the Preliminary Approval Order filed on August 25, 2025.

8. The Preliminary Approval Order defined the Settlement Class as:

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.”

9. On September 29, 2025, the Court issued the Order Granting Preliminary Approval of the Proposed Class Action Settlement, Authorizing Notice to the Settlement Class, and Scheduling the Fairness Hearing (the “September 29, 2025 Order”).

10. The Court appointed American Legal Claims Services, LLC (the “Settlement Administrator”) to serve as the Settlement Administrator and to be responsible for administering the Settlement Notice according to the terms set forth in the Settlement Agreement and as Ordered herein.

11. Pursuant to the September 29, 2025 Order, the Settlement Administrator mailed notice to the Settlement Class Members on October 20, 2025. The Settlement Administrator has

reported that notice was mailed to the 24 Settlement Class Members. The Settlement Administrator also reports that it successfully mailed the notice to 19 of the 24 Settlement Class Members and no one requested to be excluded from the Class.

12. Neither the Court nor Class Counsel has received any objections to the Settlement.

13. The Parties now request final approval of the Settlement.

14. The Court, having reviewed the terms of the Settlement Agreement submitted by Plaintiffs pursuant to R. 4:32-2(e)(2), all the documents filed in support of the Settlement Agreement, all matters raised herein, all exhibits and affidavits filed, all evidence received at the final hearing, and all other papers, documents and argument received by the Court, approves the Settlement Agreement and finds that the settlement provided therein is fair, reasonable and adequate and meets the requirements of R. 4:32, and incorporates the terms of the Settlement Agreement by reference as terms of this Order.

IT IS on this 16th day of January, 2026, **ORDERED THAT:**

15. The application for Final Approval of the Settlement is **GRANTED** and the Parties are hereby ordered to consummate the settlement according to the terms of the Settlement Agreement and as set forth in this Order. The terms of the Settlement Agreement are hereby approved, adopted, and incorporated by the Court in this Order.

16. Pursuant to the Settlement, 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.

17. 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.

18. The Parties and the Settlement Administrator shall take the necessary actions to implement the terms of the Settlement Agreement.

19. The Court approves the payments to the Settlement Class Members as set forth in the Settlement Agreement, \$10,000.00 to be evenly shared by the members who have not excluded themselves from the Settlement Class.

20. The Court approves the payment of \$5,000.00 to each of the Named Plaintiffs as a service award for their efforts on behalf of the Judgment Settlement Class and to resolve their individual claims, pursuant to the Settlement Agreement, (\$10,000.00 in total).

21. The Court approves the \$6,000.00 payment to American Legal Claim Services, LLC, for its fees in effectuating its responsibilities under the Settlement, pursuant to the Settlement Agreement.

22. The Court appoints David C. Ricci, Esq., of the Law Office of David. C Ricci, LLC, as Settlement Class Counsel.

23. The Court, after careful review of the time entries and rates and expenses requested by Class Counsel, and after applying the appropriate standards required by Rendine v. Pantzer, 141 N.J. 292 (1995), other relevant case law governing attorneys' fees awards and the factors set forth in R.P.C. 1.5(a), hereby grants Class Counsel's application for attorneys' fees and costs in the amount of \$ 35,000.00.

24. This payment shall be made pursuant to the terms of the Settlement Agreement.

25. The amount for attorneys' fees and costs is the sole property of Settlement Class Counsel, not Plaintiffs or the Settlement Class. The Court finds that this award is fair and reasonable.

26. The claims asserted in the Complaint in this matter are dismissed with prejudice, except that the Court shall reserve jurisdiction over the consummation and enforcement of this Settlement Agreement and the provisions of this Final Approval Order and all matters relating to the interpretation, administration, implementation, effectuation and enforcement of the Settlement Agreement.

IT IS FURTHER ORDERED that a copy of this order be served upon all counsel via eCourts.



HON. JOHN G. HUDAK, J.S.C.

Opposed Unopposed