

FILED
March 5, 2026,
ANA C. VISCOMI, J.S.C.

David C. Ricci, Esq. – NJ Attorney ID 037622011
Law Office of David C. Ricci, LLC
51 JFK Parkway, First Floor West
Short Hills, New Jersey 07078
Tel: 973-218-2627; Fax: 973-206-6955
Email: dricci@NJConsumerLawyer.com
Attorney for the Plaintiff and others similarly situated

Daniel Tiburico, on behalf of himself and all
others similarly situated,
Plaintiff,

vs.

Tenaglia & Hunt, P.A., John J. Tenaglia, Marie
Tenaglia Andrea, Jennifer Dering, and John
Does 1-10
Defendants.

SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY - LAW DIVISION

CIVIL ACTION

DOCKET NO. MID-L-1524-22

**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 Representative as awards for his 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 Representative, and having conducted a final approval hearing on March 5, 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 March 22, 2022, Plaintiff Dariel Tiburico (“Plaintiff”) filed a putative class action lawsuit (the “Lawsuit”) against Tenaglia & Hunt, P.A., John J. Tenaglia, Marie Tenaglia Andrea, and Jennifer Dering (collectively, “Defendants”).
2. In the First Amended Complaint (“FAC”), Plaintiff alleges 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 FAC 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. Plaintiff and his 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 November 12, 2025.

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

The natural persons identified by the Parties, against whom Defendants filed a lawsuit on behalf of another in New Jersey Superior Court collecting or attempting to collect an alleged consumer debt that was served on or after on or after March 25, 2021 and which any of the following conditions apply:

- (a) the collection complaint represented the alleged debt to have arisen from a type of credit other than a retail installment credit sale when it did not;
- (b) the collection complaint alleged that the creditor was organized as a bank when it was not;
- (c) the collection complaint alleged that periodic account statements were issued when they were not;
- (d) the collection complaint alleged that multiple purchases were made on the alleged accounts when there were not;
- (e) the collection complaint alleged that the alleged debtors had received periodic account statements, when there were not; and/or
- (f) the collection complaint alleged that the alleged debtor had received periodic account statements without protest or did not object to the alleged debt or indicate the amounts were erroneous;

9. On November 12, 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 “November 12, 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 November 12, 2025 Order, the Settlement Administrator mailed notice to the Settlement Class Members on December 10, 2025. The Settlement Administrator has reported that notice was mailed to the 173 Settlement Class Members. The Settlement

Administrator also reports that it successfully mailed the notice to 164 of the 173 Settlement Class Members, a 94.8% success rate 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 5th day of March 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. As a result of the Settlement that has been approved in this matter, when this judgment becomes effective upon the Final Approval Date, Plaintiff 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 Plaintiff 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 lawsuit filed by Defendants on behalf of a creditor where the complaint sought to collect an alleged debt incurred for personal, family, or household purposes.

17. Plaintiff, on behalf of himself 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 Plaintiff 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, \$22,836.06 to be evenly shared by the members who have not excluded themselves from the Settlement Class.

20. The Court approves the payment of \$5,750.00 to the Named Plaintiff as a service award for his efforts on behalf of the Judgment Settlement Class and to resolve his individual claims, pursuant to the Settlement Agreement.

21. The Court approves the \$7,500.00 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 \$ 79,000.00.

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 on all parties via upload on e-Courts. Pursuant to R. 1:5-1(a), movant shall serve a copy of this Order on all parties not served electronically within seven (7) days of the entry of the Order.

/s/ Ana C. Viscomi
HON. ANA C. VISCOMI, J.S.C.

 Opposed X Unopposed