

exhibits 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 Plaintiff and others similarly situated

Tanya Johnson, on behalf of herself and all
others similarly situated,
Plaintiff,

vs.

Randolf Walzer & Associates, LLC and
Randolph Walzer
Defendants.

SUPERIOR COURT OF NEW JERSEY
UNION COUNTY - LAW DIVISION:

CIVIL ACTION
DOCKET NO. UNN-L-2674-21

**ORDER GRANTING PRELIMINARY
APPROVAL OF PROPOSED CLASS
ACTION SETTLEMENT; SCHEDULING
FINAL FAIRNESS HEARING; AND
AUTHORIZING NOTICE**

THIS MATTER having been opened before the Court on a motion for preliminary approval of the proposed Class Action Settlement between the parties, for provisional certification of the Settlement Class, for appointment of Class Counsel and Class Representative, for appointment of the Settlement Administrator, to schedule a Final Fairness Hearing, and to authorize the parties to provide Notice of the proposed settlement and Final Fairness Hearing to the Settlement Class Members;

THE PARTIES having been represented by their respective legal counsel; and

THE COURT having read and considered the Settlement Agreement and other papers submitted by Class Counsel, having reviewed and considered the briefs and certifications submitted in support of the motion, the oral arguments of counsel presented to the Court, if any, and all papers filed and proceedings had herein; and for good cause appearing;

THE COURT hereby finds as follows:

1. This litigation was commenced in this Court by Plaintiff Tanya Johnson (“Plaintiff”) as a class action against Randolph Walzer & Associates, LLC and Randolph Walzer (“Defendants”).

2. For the purpose of settlement only, a class action is an appropriate method for resolving the disputes in this litigation.

3. The Court has jurisdiction over the subject matter of this case and over all parties hereto.

4. In the Class Action Complaint, Plaintiff alleges that Defendants violated the federal Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692, *et seq.*

5. Defendants have denied any and all violations alleged in the Class Action Complaint.

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

7. A copy of the executed Settlement Agreement and the Settlement Agreement Addendum are attached hereto as **Exhibits A** and **B**, respectively.

8. The parties now request conditional certification of the Settlement Class pursuant to R. 4:32-1(b)(3) and preliminary approval of the Settlement pending the Final Approval Hearing. This conditional certification is made without prejudice to Defendants’ right to contest the appropriateness of class certification should this settlement not be finally approved by the Court for any reason.

9. The Settlement Class defined below satisfies the prerequisites for class certification under R. 4:32-1 in that:

- a. the members of the Settlement Class, as defined below, are so numerous that joinder of all members is impracticable;

- b. there are questions of law and fact common to the Settlement Class;
- c. the claims of the Class Representative (appointed below) are typical of the claims of the Settlement Class;
- d. the Class Representative fairly and adequately represents the interests of the Settlement Class and there are no conflicts of interest between the Class Representative and the Settlement Class;
- e. questions of law and fact common to the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and
- f. certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of this controversy.

10. For the purpose of this Settlement only, the requirements of R. 4:32-1 are preliminarily deemed satisfied.

11. Plaintiff Tanya Johnson fairly and adequately represents and will protect the interests of the Settlement Class.

12. Pursuant to the Settlement Agreement and the Settlement Agreement Addendum, the parties selected American Legal Claim Services, LLC as the Settlement Administrator, which is well qualified to serve in this capacity.

13. The Court finds that the mailing of the Settlement Class Notice by American Legal Claim Services, LLC, attached hereto as **Exhibit C**, in the manner set forth herein and the Settlement Agreement and the Settlement Agreement Addendum is the best notice practicable under the circumstances, consistent with Due Process of Law, and constitutes due and sufficient notice of this Order to all persons entitled thereto and is in full compliance with the requirements of R. 4:32-1.

14. The proposed Settlement, on the terms and conditions set forth in the Settlement Agreement and the Settlement Agreement Addendum is fundamentally fair, reasonable, adequate

and is in the best interest of the Settlement Class Members, especially in light of the benefits achieved on behalf of them, the risk and delay inherent in litigation, and the damages available under the FDCPA, and, therefore

IT IS on this 19th day of December, 2024,

ORDERED as follows:

15. The motion for preliminary approval of the proposed Class Action Settlement is hereby **GRANTED**.

16. The parties shall comply with the schedule as set forth in this Preliminary Approval Order and according to the terms of the Settlement Agreement and the Settlement Agreement Addendum.

17. Pursuant to R. 4:32-1(b)(3), the following Settlement Class is hereby certified for purposes of settlement:

The natural persons identified by Defendants, to whom, on or after August 2, 2020, Defendants sent a notice to or filed a lawsuit collecting or attempting to collect an alleged consumer debt owed on behalf of another and which any of the following conditions apply:

- (a) the notice contained a statement that Defendants had filed a lawsuit against that person when no lawsuit had been filed as of the date of the notice;
- (b) a notice subject to 15 USC § 1692g which did not state that the alleged debtor seeking the name and address of the original creditor must send the request in writing;
- (c) a notice subject to 15 USC § 1692g which did not state that the alleged debtor's request for verification of the debt had to be in writing and/or that Defendants were obligated to provide verification of the alleged debt by mail;
- (d) a notice subject to 15 USC § 1692g which states that if the alleged debtor does not dispute the validity of the debt, or any portion thereof, within 30 days, Defendants will assume the debt is valid, where Defendants do not state that the thirty-day period starts from the date of receipt of the notice;

- (e) the notice contained a demand for an amount for attorney's fees that had not been awarded by a court at the time the notice was sent to the alleged debtor;
- (f) the notice contained statement that mentioned the possibility of a judgment being rendered when the statute of limitations on the alleged debt had expired;
- (g) the lawsuit was filed after the relevant statute of limitations had expired;
- (h) the complaint filed in the lawsuit contained an allegation that attorneys fees are authorized by N.J.S.A. 17:16C-42(d) as 20% of the first \$500.00 and 10% of any excess; or
- (i) the complaint filed in the lawsuit contained an allegation demanding an amount for attorney's fees that had not been awarded by a court at the time the complaint was filed against the alleged debtor.

Defendants have represented that 798 persons meet the Settlement Class definition.

18. Plaintiff Tanya Johnson is hereby appointed as Class Representative.

19. American Legal Claim Services, LLC is hereby appointed as the Settlement Administrator and shall be responsible for administering the Settlement according to the terms set forth in the Settlement Agreement and the Settlement Agreement Addendum and as Ordered herein;

20. Pursuant to R. 4:32-1, the Court hereby appoints David C. Ricci, Esq., of the Law Office of David C. Ricci, LLC, as Settlement Class Counsel.

21. The costs of administering the Settlement shall be paid for by Defendants as more fully set forth in the Settlement Agreement and the Settlement Agreement Addendum.

22. The Settlement Administrator shall cause the Settlement Class Notice in substantially the same form as **Exhibit B** to be postmarked and mailed to all Settlement Class Members in accordance with the terms of the Settlement Agreement and the Settlement Agreement Addendum, no later than twenty-one (21) days after the entry of this Order.

23. The Settlement Administrator shall comply with the provisions of the Settlement Agreement and the Settlement Agreement Addendum.

24. Settlement Class Members may elect to be excluded from the settlement and from the Settlement Class by excluding themselves from the Settlement Class in accordance with the process described in the Settlement Class Notice. Settlement Class Members who desire to exclude themselves from the Settlement Class must submit a signed Request for Exclusion, including their name, address, and a statement that conveys that the Settlement Class Member requests to be excluded from the Settlement Class, to the Settlement Administrator at the address set forth in the Settlement Class Notice such that the request is received by the Settlement Administrator on or before February 13, 2025

25. All those whose Requests for Exclusion are granted shall have no rights under the Settlement Agreement and the Settlement Agreement Addendum and shall not be afforded any of the relief described in the Settlement Agreement and the Settlement Agreement Addendum.

26. Any Settlement Class Member and any other Person who has standing to object may appear at the Final Fairness Hearing in person or by counsel, if an appearance is filed as hereinafter provided, and be heard to the extent allowed by the Court in support of, or in opposition to, the fairness, reasonableness and adequacy of the proposed Settlement in any respect, provided the person files and serves on the parties' counsel a written objection containing:

- a. the name and docket number of this case;
- b. the name of the person offering the objection and the name of the objector's counsel if not proceeding *pro se*;
- c. a statement of each objection being made, along with a description of the facts underlying each objection and any legal authorities underlying each objection;

- d. a statement of whether the objector intends to appear at the Fairness Hearing;
- e. a list of witnesses whom the objector may call by live testimony and the facts or opinions to which they will testify;
- f. a description of any testimony or affidavit that will be presented during the Fairness Hearing; and
- g. a list of exhibits which the objector may offer during the Fairness Hearing, along with copies of all of the exhibits.

27. The written objection must be filed with the Court and received by Class Counsel and Defendants' counsel on or before February 13, 2025

28. Objections not conforming to the requirements set forth herein and in the Settlement Class Notice may be stricken and not be considered or heard by this Court.

29. Settlement Class Members who do not make their objection in the manner provided herein shall be deemed to have waived such objection and shall be foreclosed from objecting to the fairness or adequacy of the proposed Settlement as memorialized in the Settlement Agreement and Settlement Agreement Addendum, the Judgment entered, and the award of attorneys' fees and expenses to Settlement Class Counsel, unless otherwise ordered by the Court.

30. Settlement Class Counsel shall file papers in support of final approval of the Settlement, including the application for attorneys' fees and costs, no later than seven (7) days prior to the Fairness Hearing.

31. No later than seven (7) days after the deadline for exclusions, the Settlement Administrator shall provide Settlement Class Counsel and counsel for Defendants an affidavit or certification that sets forth in detail the efforts taken to comply with the requirements of the Settlement Agreement and the Settlement Agreement Addendum and this Preliminary Approval Order, including but not limited to the actions taken to mail and re-mail notices, the results of the

mailing (i.e., number of pieces mailed and returned, number of pieces re-mailed, and returns from re-mailing), the number of requests for exclusion received, the date each such request was received, and relevant statistics on all of the foregoing information.

32. All those whose Requests for Exclusion are granted shall have no rights under the Settlement and shall not be afforded any of the relief described in the Settlement Agreement and the Settlement Agreement Addendum.

33. All Settlement Class Members who are not excluded from the Settlement Class shall be bound by the terms of the Settlement Agreement and the Settlement Agreement Addendum, and any and all judgments and Orders entered by the Court in connection with the Settlement, whether favorable or unfavorable to the Settlement Class.

34. On March 6, 2025 at 9:00 AM ~~a.m.~~ (at least twenty-one (21) days after the Deadline for Exclusions or Objections) before the undersigned in the Superior Court of New Jersey, Union County Courthouse, 2 Broad Street, Elizabeth, New Jersey 07207, a Final Fairness Hearing shall be held before this Court on the proposed settlement, including whether or not to:

- a. grant final approval to the settlement as fair, reasonable, and adequate and issue an Order dismissing the Complaint with prejudice;
- b. approve the amount of reasonable attorneys' fees and costs to be awarded to Settlement Class Counsel; and
- c. approve the service award to Plaintiff.

This hearing may be adjourned from time to time without further or prior notice by oral announcement by the Court or by written order.

35. Any Settlement Class Member may appear at the aforementioned Fairness Hearing, in person or through counsel (at the Settlement Class Member's own expense), and be heard in support of or in opposition to the fairness, reasonableness and adequacy of the proposed

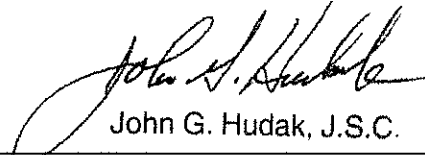
settlement, award of counsel fees, reimbursement of costs, and Class Representative incentive payment. However, no person shall be heard in opposition to the proposed settlement or the award, and no paper or brief submitted by such person shall be received or considered by the Court, unless such person has timely filed a written objection with the Court and has sent a copy of that written objection to Class Counsel and Defendants' counsel in the manner set forth in the Settlement Class Notice unless otherwise ordered by the Court;

36. The Court notes that the Defendants deny any liability to Plaintiff or to the Class for any matter whatsoever. Without conceding any infirmity in their defenses, and while continuing to deny all allegations of liability, the Defendants consider it desirable that the lawsuit be dismissed and that the claims against the Defendants be released, on the terms set forth herein, in order to avoid further expense, dispose of burdensome and protracted litigation and put to rest all claims, which have or could have been asserted against the Defendants arising from the acts, transactions or occurrences alleged in this lawsuit.

37. In the event that the Settlement is not approved by the Court, or if approval of the Settlement Agreement and Settlement Agreement Addendum, including the entry of this Order or the Final Approval Order and Judgment, is reversed or modified on appeal or any one of the conditions precedent set forth in the Settlement Agreement and Settlement Agreement Addendum is not met, then this Order and the Final Approval Order and Judgment, including, but not limited to, the conditional class certification entered to effectuate the Settlement, and all findings of fact and conclusions of law therein, shall be automatically returned to the *status quo ante* and become null and void and of no force and effect, without further Order of the Court, and in such event all of Defendants' *status quo ante* rights to, among other things, oppose any subsequent efforts by Plaintiff to certify this action as a class action, and all other defenses,

rights, and positions shall in all respects be unaffected and preserved, as shall those rights of Plaintiff and each of the Settlement Class Members; and it is

FURTHER ORDERED that a copy of this Order shall be served upon all counsel of record within seven (7) days hereof.



John G. Hudak, J.S.C.

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

() Opposed () Unopposed