

The Superior Court of New Jersey Approved This Legal Notice

**A Class Action Settlement With Randolph Walzer & Associates
Will Pay You Approximately \$54.00**

Johnson v. Randolph Walzer & Associates, LLC, et al., Docket No.: UNN-L-2674-21

This is a Settlement Notice to inform you about a proposed settlement in a class action lawsuit in New Jersey **Superior** Court filed by Tanya Johnson (the “Named Plaintiff” or “Class Representative”) against Randolph Walzer & Associates, LLC and Randolph Walzer (the “Defendants”). The case is before the New Jersey Superior Court in the Union County Law Division, which approved this notice. The lawsuit claims that Defendants violated the Fair Debt Collection Practices Act, a federal law that protects consumers from deceptive debt collection practices.

What Will the Settlement Class Receive?

Under the proposed Settlement, you will receive approximately \$54.10. This amount is your share of \$43,176.61 that will be shared by 798 members of the Settlement Class, including the Named Plaintiff who filed this case. If one or more persons remove themselves from the Settlement Class, then the amount per person will increase slightly. Funds from uncashed checks will be donated evenly between Central Jersey Legal Services, Inc., which provides legal services to low-income people in Union, Middlesex and Mercer counties, and the National Consumer Law Center, which advocates for consumer rights across the United States. In exchange, you will release (give up) certain claims related to the Defendants.

If the Court approves the settlement and you remain in the Settlement Class, you should receive your check within 2 months of the Fairness Hearing currently scheduled for March 7, 2025. Under the Settlement, the Defendants will also pay for the cost of Settlement Administration, the attorney’s fees and expenses of Class Counsel (who represent you in this case), and a service award to the Class Representative (who brought this case). These payments are separate from the award to the Settlement Class and do not reduce the amount of your award.

As a Member of the Proposed Settlement Class, You Have Three Options

- 1) **Do nothing and stay in the proposed Settlement Class:** If you do nothing you will stay in the proposed Settlement Class and receive the benefits described in this notice in exchange for giving up certain legal claims.
- 2) **Remove yourself from the Settlement Class by February 14, 2025:** This means you will not receive the settlement benefits and will not give up any claims. The answer to question 8 below explains how you may remove yourself.
- 3) **Stay in the proposed Settlement Class and file an objection with the Court by February 14, 2025:** If you stay in the proposed Settlement Class, you may object by filing an objection with the Court no later than **February 14, 2025**. The answer to question 9 below explains how you may file an objection.

More Information and What Happens Next

The Court will decide whether to approve the Settlement at a Fairness Hearing scheduled for March 7, 2025 at 9:00 am. You do not need to attend unless you file an objection. You may also contact the Court-appointed Settlement Class Counsel who represents the Settlement Class. Its name and contact information are included in the answer to question 4 below.

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WHAT THIS NOTICE CONTAINS

Basic Information

1. What is this lawsuit about?

The Named Plaintiff Tanya Johnson who filed this lawsuit claimed that the Defendants violated the Fair Debt Collection Practices Act, a federal law that forbids a debt collector from using false, deceptive or misleading representations in debt collection communications with consumers.

The lawsuit brought claims for violations under that law. The Named Plaintiff claimed that the Defendants issued collection notices to alleged consumer debtors which mischaracterized the status or amount of the alleged debt and failed to provide required information about the alleged debtors rights. The lawsuit also claims that the Defendants filed lawsuits in New Jersey Superior Court to collect alleged consumer debts that demanded attorney's fees that had not been awarded by the Court at the time the notice or lawsuit was sent to the alleged debtor.

The Defendants deny that the lawsuits violated the FDCPA, or any other law, or that the Defendants committed any wrongdoing.

The lawsuit sought to obtain for the class to share equally in 1% of the Defendants' net worth, to be determined by the Court. This is the maximum recovery for a class action under the Fair Debt Collection Practices Act.

The Defendants deny the Named Plaintiffs' claims and/or that their actions violated the FDCPA. Both the Named Plaintiff and the Defendants, however, have agreed to a settlement before going to trial in order to avoid the costs and uncertainties of litigation. The Class Representative and Settlement Class Counsel believe the proposed Settlement is in the best interest of the Settlement Class.

2. What is a class action and who is involved?

In a class action lawsuit, one or more people called a "Class Representative" (in this case, Ms. Johnson) sues on behalf of other people who may have similar claims. Randolph Walzer & Associates, LLC and Randolph Walzer are called the "Defendants."

Together, the people with similar claims who do not remove themselves from the Settlement are a proposed Settlement Class or proposed Settlement Class members. Since everyone in the proposed Settlement Class potentially has the same or similar claims against the Defendants, one court action can resolve the issues for everyone in the proposed Settlement Class. The Defendants have identified 798 persons who meet the definition of the proposed Settlement Class members.

3. Am I a Member of the Settlement Class?

If this notice was addressed to you, you are a member of the proposed Settlement Class. The Settlement Class is defined as those persons against 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.

4. Who represents me and the other Settlement Class Members?

The Court appointed this attorney as "Class Counsel" to represent the proposed Settlement Class:

David C. Ricci, Esq.
THE LAW OFFICE OF
DAVID C. RICCI, LLC
51 JFK Parkway, First Floor West
Short Hills, NJ 07078
(973) 218-2627
dricci@njconsumerlawyer.com
www.njconsumerlawyer.com

This law firm is called the proposed Settlement Class Counsel. The firm is experienced in handling consumer class actions. If you have questions about the proposed Settlement or the information in this notice you may contact the law firm listed above. If you remove yourself from the proposed Settlement Class, the law firm will no longer represent you. You may hire your own attorney to represent you. If you want to be represented by your own lawyer, you will be responsible for paying your lawyer's fees.

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The Terms of the Settlement

5. What is the proposed Settlement and what will I receive?

Each person who stays in the proposed Settlement Class will be releasing claims, as described in response to Question 6, in exchange for the following benefit:

Approximately \$54.10 Payment to Each Member of the Proposed Settlement Class

To resolve claims of all members of the Proposed Settlement Class, the Defendants agreed to a settlement where each Settlement Class Member would receive approximately \$54.10. The 798 members of the proposed Settlement, including the Named Plaintiff who filed the case, would receive an equal share of \$43,176.61. If any of the Settlement Class Members remove themselves from the proposed Settlement Class, the payments to the remaining members will be slightly more.

Based on the Defendants' representation concerning their combined net worth, the \$43,176.61 to be shared by the proposed Settlement Class exceeds the maximum that could have been achieved at trial under the FDCPA.

The money from any uncashed checks will be paid as charitable contributions, half to Central Jersey Legal Services, Inc., which provides free legal assistance to low-income people, and half to the National Consumer Law Center, which advocates for consumer rights across the United States.

The Defendant Will Pay All Costs of Administering the Settlement

The Defendant will pay all costs and expenses associated with administering the Settlement, including the Settlement Administrator's fees and costs.

The Defendant Will Pay \$5,000 to the Class Representative

The Defendant will pay the Class Representative \$4,000 in recognition of her significant efforts on behalf of the Class and \$1,000 to resolve her individual claims. The Class Representative will also receive her pro-rata share of the class relief.

The Defendant Will Pay Class Counsel's Fees and Expenses

Under the terms of the Settlement and subject to Court approval, Defendants will pay Class Counsel for its attorney's fees and expenses working on this case and overseeing the implementation of the settlement. The Parties have agreed that Class Counsel shall not seek an amount of fees and expenses exceeding \$55,000.00. This amount of attorney's fees and expenses does not include any attorney time that may be spent responding to any breach of the Settlement Agreement, should such a breach occur.

This payment of attorney's fees and costs is in addition to the settlement benefits each Member of the proposed Settlement Class will receive.

6. What claims am I giving up by staying in the Settlement Class?

Persons who remain in the Settlement Class will not be able to sue, or continue to sue, the Defendants as part of any other lawsuit about the same legal claims that are the subject of this lawsuit. If you remain in the Settlement Class, you will be legally bound by all of the Orders and Judgments the Court issues related to the proposed settlement.

If you remain a member of the Settlement Class and the Court approves the Settlement, the Court will enter a final judgment that will provide for a release of all claims relating to the factual allegations in the Complaint covering Plaintiff and all members of the Settlement Class who have not timely excluded themselves. The Settlement Class Member shall remise, release and acquit the Defendants, including past and present partners, officers, directors, shareholders, employees, agents, heirs, successors and assigns 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, known or unknown, that result from, arise out of, or are in connection with the practices described in the Complaint filed in the Lawsuit 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 or a lawsuit being filed in New Jersey Superior Court by Defendants on behalf of a creditor where the complaint sought to collect an alleged debt incurred for personal, family, or household purposes.

Additionally, the Class Representative, agrees to a general release of any and all claims against Defendants: Plaintiff, for herself, her 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 and assigns of Defendants of and from any and all actions, causes of action, suits, claims, defenses, covenants, controversies, agreements, promises, damages, judgments, demands, liabilities, liens, losses, costs, expenses, attorney fees and obligations in law or in equity of any nature whatsoever whether in state or federal law, contract, tort, or otherwise, including statutory, common law, property and equitable claims, whether for compensatory or punitive damages, whether accrued or unaccrued, whether liquidated or unliquidated, whether class or individual in nature that Plaintiff, as defined herein, has/have now arising out of, based upon, or in any way related to the claims asserted or could have been asserted in the Lawsuit, as well as any other claims Plaintiff could have against Defendants, including any known or unknown claims, whether foreseen or unforeseen, from the beginning of time to the execution date of the Settlement Agreement.

You will remain in the Settlement Class and be bound by the above release unless you remove yourself from the Settlement Class, as described below. If you do not remain in the Settlement Class you will not be releasing any claims. However, there is no guarantee that anyone who does not join the Settlement Class has any viable claims.

Your Rights and Options

7. How do I participate in the Settlement?

You will be automatically included in the proposed Settlement unless you remove yourself. If you do not remove yourself and the Settlement is approved, you will receive the benefits described in the answer to Question 5.

8. What if I want to remove myself from the Settlement Class?

If you don't want to give up your claims in exchange for receiving the benefits described in this notice, then you must take steps to remove yourself from the proposed Settlement Class. You may remove yourself by timely submitting a removal request as follows.

Your removal request must include: (1) Your printed name, signature, and mailing address and (2) the statement "I request to be removed from the Walzer and Associates Settlement Class." Your removal request must be postmarked no later than February 14, 2025 and mailed to the Settlement Administrator, American Legal Claim Service LLC.

Johnson v Walzer Settlement
c/o Settlement Administrator
P O Box 23459
Jacksonville, FL 32241

Your removal request must be received by the Settlement Administrator at the above address or postmarked no later than February 14, 2025. Late requests for removal from the Settlement Class may be considered untimely, which would mean you would continue to be a member of the Settlement Class.

9. How may I object to the terms of the Settlement?

Objecting is telling the Court that you do not approve of the Settlement. Only those members who have not removed themselves from the Settlement Class may object to the Settlement. At the Fairness Hearing, any persons who have remained in the Settlement Class and who wish to object must appear in person or through counsel of their own choosing, and at their own expense, to be heard to the extent allowed by the Court.

Any Settlement Class members who do not object in the manner provided above may be deemed to have waived their objection and may not be able to object to the fairness, reasonableness, or adequacy of the proposed Settlement or any payment of Settlement Class attorneys' fees and expenses and payment of the Class Representative's incentive award.

sentative's incentive award.

If you stay in the Class, and wish to object, you may do so by, no later than February 14, 2025, filing an objection with the Court, and sending copies to Class Counsel and counsel for the Defendants at the following addresses:

The Court: Superior Court of New Jersey, Union County Vicinage, Law Division, Johnson v. Randolph Walzer & Associates, LLC, et al., Docket No.: UNN-L-2674-21, 2 Broad Street, Elizabeth, NJ 07207

Defendants' Attorneys: Joseph R. Lang, Esq., Lenox Law Firm, 136 Franklin Corner Road, Unit B-2, Lawrenceville, NJ 08648.

Class Counsel: Law Office of David C. Ricci, LLC, 51 JFK Parkway, First Floor West, Short Hills, NJ 07078

Any objection must:

- 1) specifically state the grounds for the objection and any related facts, and any related legal authorities;
- 2) state whether your objection applies only to yourself, to a specific subset of the proposed Settlement Class, or to the entire proposed Settlement Class;
- 3) state whether you intend to appear at the Fairness Hearing; and
- 4) include a list of any witnesses and the facts or opinions to which they will testify, any oral deposition testimony or affidavit that will be presented, and copies of any exhibits you may offer.

Unless approved by the Court after a hearing, no payment or other consideration may be provided in connection with not bringing an objection or for withdrawing an objection, or for not bringing an appeal, dismissing an appeal, or abandoning an appeal from a judgment approving the proposal.

Any written objection and supporting documentation must be received by the Court, Class Counsel, and Defendants' Counsel by February 14, 2025. Objections not conforming to these requirements may not be considered by the Court.

10. What is the difference between objecting and removing myself from the proposed Settlement Class?

Only members of the proposed Settlement Class may object, which means explaining to the Court why you believe the Settlement is unfair, inadequate, or unreasonable. Persons who remove themselves are no longer Settlement Class members. You may not object and then remove yourself. You may not remove yourself and then object.

11. What will happen at the Fairness Hearing?

At the Fairness Hearing, presently scheduled for **9:00 am on March 7, 2025**, or at a later time as scheduled by the Court, the Judge will decide whether the settlement is fair, reasonable, and adequate and whether it should be given final approval. The Judge will also consider any objections and determine the amount that Settlement Class Counsel will receive in attorneys' fees and expenses and whether payment of the award to the Class Representative should be approved.

You are not required to attend the Fairness Hearing, unless you wish to object to the settlement. You are welcome to attend at your own expense. The Court may adjourn the Fairness Hearing without further written notice to the Settlement Class.

12. How will I know if the Settlement is approved by the Court?

If the settlement is approved, checks will be mailed to those who did not remove themselves from the proposed Settlement Class. If the Court approves the settlement, you should receive your check within two months of the Court's Order granting the Class Settlement. You may also contact Settlement Class Counsel for information.

Additional Information

13. How may I get more information?

You may request additional information from the lawyers appointed by the Court to represent the Class Members. Their contact information is in the response to Question #4. You will also find additional information about the case on the website: www.johnsonwalzersettlement.com. **Do not contact the judge or the Clerk of Court for legal questions or advice.**

14. What If My Address Changes?

If your address has changed, or changes in the future, you should send your new address and telephone number to the Settlement Administrator at:

Johnson v Walzer Settlement
c/o Settlement Administrator
P O Box 23459
Jacksonville, FL 32241

THIS NOTICE WAS APPROVED BY THE NEW JERSEY SUPERIOR COURT.