

The Superior Court of New Jersey Approved This Legal Notice

**A Class Action Settlement With Tenaglia & Hunt, P.A. Will
Pay You Approximately \$129.75**

Tiburico v. Tenaglia & Hunt, P.A., et al., MID-L-1524-22

This is a Settlement Notice to inform you about a proposed settlement in a class action lawsuit in New Jersey Superior Court filed by Dariel Tiburico (the “Named Plaintiff” or “Class Representative”) against Tenaglia & Hunt, P.A., John J. Tenaglia, Marie Tenaglia Andrea, Jennifer Dering (the “Defendants”). The case is before the New Jersey Superior Court in the Middlesex 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 \$129.75. This amount is your share of \$22,836.06 that will be shared by 176 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 5, 2026 at 10:00 a.m.** 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 January 14, 2026: This means you will not receive the settlement benefits and will not give up any claims. The answer to question 8 on page 6 explains how you may remove yourself.
- 3) Stay in the proposed Settlement Class and file an objection with the Court by January 14, 2026: If you stay in the proposed Settlement Class, you may object by filing an objection with the Court no later than **January 14, 2026**. The answer to question 9 on page 7 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 5, 2026 at 10:00 a.m.** 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. Class Counsel’s and contact information are included in the answer to question 4 on page 4.

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BASIC INFORMATION

1. What is this lawsuit about?

The Named Plaintiff Dariel Tiburico who filed this lawsuit claimed that the Defendants violated the Fair Debt Collection Practices Act, a federal law that forbids debt collectors from using false, misleading representations in debt collection communications with consumers and failing to disclose certain consumer rights in the initial notice to the alleged debtor.

The lawsuit brought claims for violations under that law. The Named Plaintiff claimed that the Defendants filed lawsuits to collect alleged consumer debts which falsely represented the type of the alleged debt, mischaracterized the type of creditor filing the lawsuit, made false allegations of how the alleged debtor incurred the alleged debt, and/or made false allegations about the issuance of account statements.

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 relief so that the class members would 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 Plaintiff's claims and that Defendants' 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 proposed 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, Dariel Tiburico) sues on behalf of other people who may have similar claims. Tenaglia & Hunt, P.A., John J. Tenaglia, Marie Tenaglia Andrea, Jennifer Dering 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 176 persons who meet the definition of the proposed Settlement Class members.

More info www.tenagliaandhuntfdcpasettlement.com

email: info@tenagliaandhuntfdcpasettlement.com

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 March 25, 2021, Defendants 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 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

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
(848) 388-4108
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.

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 \$129.75 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 \$129.75. The 176 members of the proposed Settlement, including the Named Plaintiffs who filed the case, would receive an equal share of \$22,836.06. 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 the net worth of Tenaglia & Hunt, P.A., the

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\$22,836.06 to be shared by the proposed Settlement Class meets or exceeds the maximum that could have been achieved at trial under the FDCPA from Tenaglia & Hunt, P.A.

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 Defendants Will Pay All Costs of Administering the Settlement

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

The Defendants Will Pay \$5,750 to the Class Representative

The Defendants shall pay the Class Representative \$4,750.00 in recognition of his significant efforts on behalf of the Class and \$1,000.00 to resolve his individual claim. The Class Representative will also receive his pro-rata shares of the class relief.

The Defendants Will Pay Class Counsel's Fees and Expenses

Under the terms of the Settlement and subject to Court approval, the Defendants shall 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 to recommend to the Court that Class Counsel should receive \$79,000.00 for attorney's fees and expenses. 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 and does not reduce the award to the Settlement Class.

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 the Named Plaintiff, as well as all other members of the Settlement Class who have not timely excluded themselves. The release shall state:

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.

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.

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, mailing address, and signature; and (2) the statement "I request to be removed from the Tiburico v. Tenaglia & Hunt, P.A., et al. Class Action Settlement." Your removal request must be mailed to and received by the Settlement Administrator, American Legal Claim Service LLC, no later than **January 14, 2026**.

Tenaglia & Hunt, P.A. Class Action Settlement
c/o Settlement Administrator
P.O Box 23648
Jacksonville, FL 32241

Your removal request must be received by the Settlement Administrator at the above address or postmarked no later than January 14, 2026. 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?

More info www.tenagliaandhuntfdcpasettlement.com

email: info@tenagliaandhuntfdcpasettlement.com

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.

If you stay in the Class, and wish to object, you may do so by, no later than January 14, 2026, 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, Middlesex County Vicinage, Law Division, Dariel Tiburico v. Tenaglia & Hunt, P.A., et al., Docket No.: MID-L-1524-22, 56 Patterson St., PO Box 964, New Brunswick, NJ 08903-0964

Defendants' Attorneys: Jonathan R. Stuckel, Esq., Gordon Rees Scully Mansukhani, LLP, 5 Greentree Center, Suite 101, Marlton, NJ 08053.

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

Any objection must include:

- 1) A statement of each objection being made;
- 2) A description of the facts and legal basis for each objection;
- 3) Whether the objector intends to appear at the Fairness Hearing;
- 4) A list of any 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.

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 January 14, 2026. 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 **10:00 a.m.** on **March 5, 2026**, 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 Representatives 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 Settlement Class Members, known as the Settlement Class Counsel. Counsel's contact information is in the response to Question #4. **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 American Legal Claim Service LLC, the company appointed by the Court to serve as Settlement Administrator:

Tenaglia & Hunt, P.A. Class Action Settlement
c/o Settlement Administrator
P.O Box 23648
Jacksonville, FL 32241

THIS NOTICE WAS APPROVED BY THE NEW JERSEY SUPERIOR COURT.

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