

FILED

June 27, 2023

ANA C. VISCOMI, J.S.C.

VALLEY PLAZA REALTY, HIGHVIEW PROPERTIES III, FRANK GREEK AND SON, INC., HIGHVIEW PROPERTIES I, and TICES PROPERTIES, on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

VERIZON NEW JERSEY INC., formerly known as Bell Atlantic New Jersey, Inc., and NYNEX LONG DISTANCE COMPANY, d/b/a/ Verizon Enterprise Solutions,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

DOCKET NO.: L-817-15

**ORDER GRANTING PLAINTIFFS' AGREED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
AND RELATED RELIEF**

AND NOW, upon consideration of Plaintiffs' Agreed Motion for Preliminary Approval of Class Action Settlement and for Related Relief ("the Motion"), the Settlement Agreement, and the Exhibits attached thereto, and for related relief, it is hereby ORDERED that:

1. The Court provisionally approved the Settlement.
2. The Court finds that the terms of the proposed Settlement are sufficiently fair, reasonable and adequate to authorize the dissemination of the Settlement Notice to Class Members.
3. The Court approves, as to form and content, the Settlement Notices attached to the Settlement Agreement, specifically the Postcard Notice attached as Exhibit B, the long-form notice attached as Exhibit C, and the Proofs of Claim forms attached to the Settlement Agreement within Exhibit C.
4. The Court approves the Notification Procedures described in the Settlement Agreement, including the Mail Notice and the Publication Notice. The Court authorizes and directs

the Settlement Administrator to comply with the Notification Procedures in the Settlement Agreement, and to provide notice to the Classes as follows. Within forty-five (45) days [**on or before August 11, 2023**] following the Court's entry of this Preliminary Approval Order, the Settlement Administrator shall

- a. Send Postcard Notice of the Settlement by first class U.S. mail, postage prepaid, to all Class Members at their last known addresses, as determined by the Settlement Administrator using the procedures outlined in Section 2 of the Settlement Agreement.
 - b. Publish notice of the Class Action Settlement in the Newark Star-Ledger and the Asbury Park Press and their associated websites.
 - c. Place on a website, to be maintained by the Settlement Administrator, the Settlement Agreement, the Settlement Notice, the Preliminary Approval Order, the Proof of Claim form, where they may be viewed by Class Members and at which claims may be submitted online.
5. The Court finds that the Notification Procedures described herein and in the Settlement Agreement will provide the best notice practicable under the circumstances; constitute due, adequate and sufficient notice to all persons entitled to receive notice; and meet the requirements of due process and Rules 4:32-2(e)(1)(B) of the New Jersey Rules of Civil Procedure. The Court further finds that the Notification Procedures represent a reasonable manner of providing notice to those Class Members who will be bound by the Settlement; and provide individual notice to all Class Members who can be identified through a reasonable effort; and are reasonably calculated, under all the circumstances, to

apprise the Class Members of the pendency of this Action, the terms of the Settlement, and their right to object to the Settlement or to exclude themselves from the Class.

6. The Court approves the various Deadlines set forth in the Settlement Agreement, as set forth with more particularity herein.
7. Class Members who wish to receive a distribution pursuant to the Settlement must submit a Proof of Claim form to the Settlement Administrator, postmarked no later than **September 15, 2023**, and the Court finds that such period is due, adequate and sufficient time.
8. Class Members who wish to be excluded from the Settlement Class must send notice of their election to opt out of the Settlement to the Settlement Administrator at the address set forth below, no later than **September 15, 2023**. Any such opt out notice must contain the following information: Name, Address, Telephone number(s), a statement that the Class Member wishes to be excluded from the Settlement, and Class Member's signature, if the Class Member is a natural person, or if not, the signature of an authorized legal representative of the Class Member.
9. Any and all Class Members who timely opt out of the Settlement Agreement, in the fashion set forth above, shall not be Class Members, shall not be bound by the Settlement Agreement or the Final Approval Order, and shall relinquish their rights to the benefits with respect to the Settlement Agreement, should it be approved, and may not file an objection to the Settlement Agreement or to any application for any Attorney's Fees and Expense Awards and Plaintiffs' Service Awards (the Fee and Expense Requests").
10. Any Class Member who does not timely opt out of the Settlement Agreement, in the fashion set forth above, shall, if the Settlement is ultimately approved, be forever

foreclosed from opting out of the Settlement, and shall be bound by all of the terms and provisions of the Settlement Agreement, including without limitation the Release set forth therein, and the Final Approval Order, whether or not such Class Member objected to the Settlement or submitted a Proof of Claim form.

11. On or before **September 22, 2023**, the Settlement Administrator shall file with the Court, and serve on Class Counsel and Counsel for the Defendants, all elections to opt out that the Settlement Administrator received by the Opt Out Deadline.
12. Any Class Member who does not timely opt out of the Settlement Agreement in the fashion set forth above, and who wishes to object to the Settlement Agreement, must file a written objection (including any supporting brief) with the Court so that it is filed on or before **September 15, 2023**, and must deliver the written objection, by U.S. mail, postage prepaid, so that it is postmarked by the same date, to Class Counsel and Counsel for the Defendants, at the addresses set forth below. Class Members who wish to file an objection may retain an attorney to assist them at their own expense.
13. To be considered, any objection must include (1) the case name and number of this lawsuit, which is *Valley Plaza Realty, et al., v. Verizon New Jersey, Inc., et al.*, No. L-817-15; (2) the objecting Class Member's name, address, and all telephone numbers for any account with respect to which the objection is being filed; (3) proof that the objecting party falls within the definition of a Class Member; and (4) the specific objection(s) being made, and an explanation for the objection(s), including any legal support, and any evidence or other information to be introduced in support of the objection. A Class Member who intends to appear at the Fairness Hearing to argue the written objection must file a Notice of Intent to Appear with the Court, and send a copy to Class Counsel

and Counsel for Defendants. Any Class Member objecting to the Settlement must file the written objection with the Court, and deliver the same to both Class Counsel and Counsel for Defendants, at the addresses set forth below, postmarked no later than **September 15, 2023**. Responses to any objections shall be filed by **October 5, 2023**.

14. No Class Member or other party in interest shall be entitled to appear at the Fairness Hearing to object to the approval of the Settlement or Approval Order unless such Class Member or other party in interest files and serves a written objection in accordance with the provisions set forth in this Order.

15. For purposes of the notice requirements set forth in this Order, the service of papers and notices shall be made by mailing such papers to:

Counsel for Defendants:

Gavin Rooney, Esquire
Lowenstein & Sandler
One Lowenstein Drive
Roseland, New Jersey, 07068

Settlement Counsel for Plaintiffs:

Jerome M. Marcus, Esquire
Marcus & Marcus LLC
P.O. Box 212
Merion Station, PA 19066

and

Jonathan Auerbach, Esquire
Resolution Strategy Group, LLC
614 S. 4th Street, #216
Philadelphia, PA 19106

Upon the Settlement Administrator:

Epiq
[ADDRESS To Be Published in NOTICE]

Upon the Court:

Ana C. Viscomi, J.S.C.
Superior Court of New Jersey
Middlesex County
56 Paterson Street - Chambers 203
P.O. Box 964
New Brunswick, NJ 08903

16. Any Class Member who fails to file and serve a valid and timely written objection in the manner specified above shall be deemed to have waived all objections and shall be forever foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, and shall be bound by the Settlement, including without limitation the Release.
17. The Court shall hold a Fairness Hearing on October 10, 2023, at 11 a.m., to determine (a) the reasonableness, adequacy, and fairness of the Settlement for purposes of New Jersey Court Rule 4:32-2(e), and (b) whether the Settlement should be approved, and the Approval Order entered. The Court will rule on Class Counsel's Fee and Expense Requests at or after the Fairness Hearing. Papers in support of the Settlement or the Fee and Expense Requests shall be filed with the Court according to the schedule set forth below. The Fairness Hearing may be postponed, adjourned or continued by order of the Court without further notice to the Settlement Class.
18. Pending the Fairness Hearing, all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Preliminary Approval Order, are stayed.
19. In accordance with the Arbitration Decision issued to Jerome Marcus, Jonathan Auerbach, and Carl Mayer by Hon. Stephen Orlofsky (ret.) dated January 18, 2023, Jerome Marcus and Jonathan Auerbach shall have sole responsibility for all briefing on behalf of the Plaintiffs and the Settlement Class in this matter including but not limited to all submissions for Plaintiffs and the Settlement Class on Preliminary and Final Approval, and for all other matters and actions taken on behalf of Plaintiffs and the

Settlement Class in connection with this case, including but not limited to settlement administration.

20. Jerome Marcus and Jonathan Auerbach shall submit a Request for Reimbursement of their Fees and Expenses and those of Linda Sinuk, Esquire; and Carl Mayer and Mayer Law Group shall submit its Fee and Expense Request, each of which shall be filed on or before **September 18, 2023**.
21. The Motion for Final Approval and any supporting papers shall be filed with the Court on or before **September 18, 2023**.
22. These dates of performance may be extended by order of the Court, for good cause shown, without further notice to the Class.
23. In the event the Settlement Agreement is not approved by the Court, or for any reason the parties fail to obtain the Final Approval Order, as contemplated in the Settlement Agreement, or the Settlement Agreement is terminated pursuant to its terms for any reason, the Parties reserve all of their rights, including the right to continue with the litigation and all claims and defenses pending at the time of the Settlement.
24. Pending the Court's decision at Fairness Hearing and regarding the Final Approval Order, the Court preliminarily enjoins any Class Member other than a Class Member who has opted out in accordance with the procedures defined herein and in the Settlement Agreement, from commencing, continuing or prosecuting any Released Claim against any of the Releasees as those terms are defined in the Settlement Agreement.
25. The Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon the Approval Order becoming Final, all Class Members other than those that have opted out

in accordance with the procedures outlined herein and in the Settlement Agreement, shall be forever enjoined and barred from asserting any of the Released Claims against any of the Releasees, and shall be deemed to have forever released any and all such Released Claims against the Releasees.

26. Messrs. Auerbach and Marcus and Counsel for Defendants are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement, to the form or content of the Settlement Notice or to any other exhibits, provided that the Parties jointly agree that such actions are reasonable or necessary, and provided that they do not limit the rights of Class Members under the Settlement Agreement.

Date: July 27, 2023

/s/ Ana C. Viscomi

Hon. Ana C. Viscomi, J.S.C.

Unopposed

Opposed

Having reviewed the above motion, I find it to be meritorious on its face and it is unopposed. Therefore, pursuant to R. 1:6-2, it is GRANTED substantially for the reasons set forth in the moving papers.