

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

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (the “Stipulation”) is entered into between (a) Plaintiffs; Frank Greek and Son, Inc., Highview Partners, LLC, as successor to both Highview Properties I, LLC and Highview Properties III, LLC; and Tices Properties, LLC, currently known as Tices Partners, LLC (collectively, “Plaintiffs”); and (b) Defendants Verizon New Jersey Inc. and Verizon Long Distance LLC (f/k/a/ NYNEX Long Distance Company) (collectively, “Verizon” and, together with Plaintiffs, “the Parties”), by and through their respective counsel.

This Stipulation is intended to fully, finally and forever resolve, discharge and settle the Released Claims (as defined below), subject to the approval of the Court and the terms and conditions set forth in the Stipulation.

TERMS OF THE STIPULATION AND CONDITIONS OF SETTLEMENT

NOW THEREFORE, following a mediation conducted before the Honorable Stephen M. Orlofsky, U.S.D.J. (Retired), without any admission or concession on the part of either party

concerning the claims raised by this Action whatsoever, and without any admission or concession by any Party of any liability or wrongdoing or lack of merit as to its defenses, it is hereby STIPULATED AND AGREED, by and among the Parties to this Stipulation, subject to approval of the Court, pursuant to New Jersey Court Rule 4:32-2(e) and in accordance with the Stipulation terms defined below, in consideration of the benefits received by the parties hereto from the Settlement, that all Released Claims as against Verizon and the Released Persons shall be compromised, settled, released and dismissed with prejudice, and without any costs, fees, damages or other reimbursements, upon and subject to the following terms and conditions.

1. DEFINITIONS

In this Stipulation, including the above preamble and recitals, the following capitalized terms shall have the meanings set forth below:

1.1 “Action” means *Valley Plaza Realty, et al. v. Verizon New Jersey, Inc., et al.*, Docket No. L-817-15 (Law Div.).

1.2 “Complaint” means the Amended Class Action Complaint filed by Plaintiffs in the Action on or about August 5, 2015.

1.3 “Court” means the Superior Court of New Jersey, Law Division, Middlesex County.

1.4 “Classes” shall have the meaning given them by the Court’s order of class certification entered on June 16, 2017, specifically for the “Machine Dialer CustoPAK Class”; the “Machine Dialer Long Distance Class”; and the “Single-Line CustoPAK Class,” including its two subclasses, the “2011 Class” and the “Post-2011 Class.”

1.5 “Class Members” means all present and former Persons who qualify for membership in any of the Classes.

1.6 “Class Counsel” are the attorneys appointed to represent the Classes pursuant to the Court’s Order entered on June 16, 2017.

1.7 “Effective Date” shall be ten (10) days after the later of either (a) the date following the entry of the Final Approval Order when the time period for the filing of an appeal or for reconsideration has expired, if no appeal or motion to reconsider is filed, or (b) the final resolution of any appeal of or reconsideration motion with respect to the Final Approval Order and the final resolution of any further appeals therefrom.

1.8 “Mediation” references the confidential mediation conducted by Judge Orlofsky in this matter.

1.9 “Protocol” references the Stipulated Protocol for Customer Data Searches executed by the Parties.

1.10 “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their spouses, heirs, predecessors, successors, representatives or assignees.

1.11 “Released Claims” means any and all manner of actions, causes of action, suits, obligations, claims, debts, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees whatsoever, whether in law or in equity, based on any federal law, state law, common law or foreign law, foreseen or unforeseen, actual or potential, matured or unmatured, known or unknown, accrued or not accrued, that Plaintiffs and each Class Member, or any of them, ever had, now have, can have, or shall or may hereafter have, either individually, or as a member of a class, against any and all Released Persons for, based on, by reason of, or arising from or relating to the Action, including but not limited to: (i) claims that directly or indirectly

arise out of any of the facts, transactions, events, occurrences or omissions mentioned or referenced to in the Complaint, (ii) other matters that are or could have been brought against Verizon to a customer's payment of the fees for Centrex CustopAK service, long distance, or other services, (iii) that a Class Member contends that such services or products were unnecessary because they devoted their telephone line to a Machine Dialer, or (iv) that a customer has a single-line Custopak system or account.

1.12 "Released Persons" means Verizon and its past and present directors, officers, employees, subsidiaries, direct or indirect parent companies, affiliates, partners, principals, agents, fiduciaries, trustees, underwriters, creditors, issuers, insurers, co-insurers, reinsures, shareholders, attorneys, accountants, auditors, actuaries, banks and investment bankers, advisors, agents, personal and legal representatives, predecessors, successors, indemnitors, indemnities, divisions, joint ventures, assigns, related entities, any entity in which any of them has a controlling interest, anyone claiming, by, through or under any of the foregoing, whether by statute, rule, contract, or otherwise.

1.13 "Settlement" means, collectively, all of the terms and conditions of this Stipulation and its exhibits hereto.

1.14 "Stipulation" or "Settlement" mean this Stipulation of Settlement.

2. PRELIMINARY APPROVAL AND NOTICE TO THE CLASS

2.1 After execution of this Agreement, Plaintiffs shall request that the Court enter a Preliminary Approval Order, substantially in the form attached here as **Exhibit A**. Among other things, the Preliminary Approval Order shall specifically include the following:

2.1.1 A finding that the Postcard Notice in the form attached as **Exhibit B**, and the manner of its distribution, and the publication of the Full Notice on the Settlement Administrator's website with the Claim Forms for Refund

substantially in the form attached hereto as **Exhibit C**, satisfies the requirements of due process and any other applicable rules or laws;

- 2.1.2 A preliminary finding that the settlement and this Stipulation of Settlement are fair, reasonable, adequate and within the range of possible approval;
- 2.1.3 A preliminary finding that Plaintiffs fairly and adequately represent the interests of the Classes;
- 2.1.4 A preliminary finding that Class Counsel are adequate to act as counsel for the Classes;
- 2.1.5 A date for the Final Fairness Hearing, which Verizon and Plaintiffs will recommend to be no earlier than 120 days after the entry of the Preliminary Approval Order, to determine whether there exists any reason why the settlement should not be approved as being fair, reasonable and adequate, and in the best interests of the Classes, and why judgment should not be entered thereon; and
- 2.1.6 Establishment of a procedure for persons in the Classes to opt out and/or object to the proposed settlement.

2.2 Within 10 days of the filing of the Motion for Preliminary Approval including this proposed Stipulation of Settlement, the Settlement Administrator shall serve the notifications to appropriate officials as may be required by the Class Action Fairness Act (“CAFA”) (28 U.S.C. §1332(d), §1715), and simultaneously copy counsel for Plaintiff on that communication.

2.3 The court-approved Postcard Notice shall be formatted, printed and mailed by the Settlement Administrator within 60 days of the entry of the Order granting Preliminary Approval

(“the Mailed Notice Date”). The Settlement Administrator shall establish and assure that the website referenced in the Postcard Notice (“the Website”), including the online claims-submission process, is live and available to Class Members no later than the Mailed Notice Date.

3. FINAL APPROVAL

3.1 On a date to be set by the Court for the Final Fairness Hearing, Plaintiff shall request that the Court enter a Final Approval Order and Judgment, substantially in the form attached here as **Exhibit D**. Among other things, the Final Approval Order and Judgment shall specifically include the following:

- 3.1.1 A final finding that Plaintiffs fairly and adequately represent the interests of the Classes;
- 3.1.2 A final finding that Class Counsel adequately represents Plaintiffs and the Classes;
- 3.1.3 A final finding that the Mailed Notice, and the manner of its distribution, satisfied the requirements of due process and any other applicable rules or laws;
- 3.1.4 A final finding that the settlement is fair, reasonable and adequate to the Classes and that each Class Member shall be bound by the Stipulation of Settlement, including the Released Claims;
- 3.1.5 A final finding that the Settlement represents a fair resolution of all claims asserted on behalf of the Class Members and should fully and finally resolve all such claims;
- 3.1.6 A final finding and order that this Stipulation of Settlement should be, and is, approved and should be implemented according to its terms;

3.1.7 An order dismissing, on the merits and with prejudice, all claims in the Complaint and permanently enjoining each and every Class Member from bringing, joining or continuing to prosecute the Released Claims against the Released Parties; and

3.1.8 An order retaining jurisdiction of all matters relating to the modification, interpretation, administration, implementation, effectuation and enforcement of this Stipulation of Settlement.

3.2 In the event that the Court denies either preliminary or final approval of this Stipulation of Settlement and/or the motion to approve the class settlement, then this Stipulation of Settlement shall be automatically terminated and rendered void ab initio, with the Parties returned to their respective positions they were in before the execution of this Stipulation. For the avoidance of doubt, in such event none of the obligations set forth in this Stipulation of Settlement shall survive as against either Verizon or Plaintiffs.

4. RELEASES AND AGREEMENTS NOT TO SUE

4.1 As of the Effective Date, Plaintiffs and each Class Member, pursuant to the entered Final Approval Order and Judgment shall fully, finally and forever settle, release and discharge all Released Parties from and against any and all Released Claims, as defined herein, and shall forever be enjoined from prosecuting any Released Claims, as defined herein, against Released Parties.

4.2 Plaintiffs and each Settlement Class Member, pursuant to the entered Final Approval Order and Judgment, hereby stipulate(s) and agrees that, upon occurrence of the Effective Date, and to the fullest extent permitted by law, each of them, either directly, indirectly, representatively, as a member or on behalf of the general public, or in any other capacity, is and shall be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in, any action in this or any other forum (other than participation in the Settlement as

provided for in this Stipulation of Settlement) in which any of the Released Claims are asserted against the Released Parties.

5. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS

5.1 Subject to Court approval, any Person falling within the definition of the Classes who does not wish to participate in the Settlement or be bound by the dismissals and releases provided must submit a Request for Exclusion to be excluded from the Class. A Request for Exclusion must contain and state the name, address and signature of the person requesting exclusion and a statement that the person wishes to be excluded from the Settlement Class in this matter and mailed to Plaintiff's Counsel. To be effective, a Request for Exclusion must be received by Plaintiff's Counsel no later than the day thirty-five (35) calendar days (or the next business day thereafter if that day is not a business day) after the Mailed Notice Date or as otherwise set forth in the Preliminary Approval Order. This deadline will be clearly stated on the Postcard Notice and the Full Notice. As each Request for Exclusion is received, and in any event no later than ten (10) days after the last day on which members of the Settlement Class are permitted to request exclusion from the Classes, Plaintiff's Counsel shall (a) deliver to Verizon a copy of all Requests for Exclusion; and (b) notify in writing, first class postage prepaid, any Class Member for whom Plaintiff's Counsel has determined that a Request for Exclusion received from the member of the Settlement Class was not timely and/or is otherwise not valid.

5.2 All Class Members who submit valid and timely Requests for Exclusion in the manner set forth above, referred to herein as "Opt-Outs," shall have no rights under this Settlement, and shall not share in the relief described herein above and shall not release any claims. All Persons falling within the definition of the Classes who do not request exclusion in the manner set forth above shall be Class Members and shall be bound by the terms of this Settlement and any Judgment entered thereon. Not later than forty-five (45) days after the Mailed Notice Date,

Plaintiff's Counsel shall provide to Verizon, and file with the Court, a Declaration stating the number and identity of all valid Opt-Outs and the number and identity of all invalid Opt-Outs with an explanation as to how and why the Plaintiff's Counsel determined that each attempted Opt-Out was not valid.

6. OBJECTIONS TO THE SETTLEMENT

6.1 Subject to Court approval, Class Members who wish to object to the Settlement must file with the Court, and serve on Class Counsel and Verizon, in writing, notice of their intent to object to the Settlement. Such written statement or notice must be filed with the Court and served on Class Counsel and Verizon no later than the date set forth in the Preliminary Approval Order and in the Postcard Notice. The written notice must include a statement of each objection being made; a description of the facts underlying each objection; a description of legal authorities underlying each objection; a statement of whether the objector intends to appear at the Final Fairness Hearing; a list of witnesses whom the objector may call to provide live testimony and the facts or opinions to which they will testify; any oral deposition testimony or affidavit that will be presented during the Final Fairness Hearing; and a list of exhibits which the objector may offer during the Final Fairness Hearing, along with copies of all of the exhibits.

6.2 Any Class Member who does not make an objection in the time and manner provided in Preliminary Approval Order and Notice shall be deemed to have waived such objection and forever be foreclosed from making any objection to the fairness, reasonableness or adequacy of the proposed settlement and to the payment of attorneys' fees and/or expenses to Class Counsel.

6.3 No person who timely files a Request for Exclusion from the settlement may file an Objection because once a person Opts-Out of the Settlement he/she is no longer a Class Member and has no standing to object to the terms of the Settlement.

7. SETTLEMENT CONSIDERATION AND PROCEDURES

7.1 Verizon and Plaintiffs will each nominate candidates to appoint as the third-party vendor to serve as the Settlement Administrator, whose services shall also include arranging for publication notice, and the Settlement Administrator's reasonable fees and costs shall be compensated by Verizon. Included within their proposal the candidates will be asked to provide estimated fees and such other information as the parties may reasonably require. The parties will meet and confer on what candidate to select, with a preference for the least expensive, responsible bid. In the event of any disagreement, the parties agree that the Honorable Stephen Orlofsky, as the mediator, will determine which vendor to select.

7.2 The Parties agree that Class Members will be identified for purposes of the Postcard Notice from the Verizon billing databases, as follows:

7.2.1 Machine Dialer Custopak Class Members will be identified by the "primary" and "secondary" search terms provided by Plaintiffs during the Mediation, and conducted on the databases identified in the Protocol agreed to by the parties. A line will be counted in this class if (a) it is a Working Telephone Number ("WTN") with respect to which a search term was found for that line or if (b) it is a Working Telephone Number associated with a Billing Telephone Number ("BTN") with respect to which a search term was found for the BTN and the WTN is either designed as PIC_NONE or it is designated as PIC_BAX but shows no long distance usage. Search results will also include a line if it is not a Machine Dialer but is the only line on a Custopak account which is not a Machine Dialer (hereinafter "Orphan Lines").

7.2.2 Machine Dialer Long Distance Class Members will be identified by the “primary” and “secondary” search terms provided by Plaintiffs during the Mediation, applied using the criteria described by Plaintiffs, excluding however those customers who, according to Verizon’s data, incurred usage charges for having made long distance calls.

7.2.3 Pre- and Post-2011 Single-Line Custopak Class Members will be identified from the list of customers derived from the Verizon billing database with single-line Custopak systems.

7.3 Using the address information derived from the Verizon billing databases, as updated by skiptracing, the Settlement Administrator shall mail the Postcard Notice attached as **Exhibit B** to each Class Member by direct mail. Class Members may submit Proofs of Claim by mailing them to the Settlement Administrator, or through an online claims submission process on the Website. The Proof of Claim shall vary, depending on which class includes that person and whether the person is a present or former customer, as follows:

7.3.1 With respect to present customers who are Machine Dialer Custopak or Machine Dialer Long Distance Class Members and who currently subscribe to the services at issue, the Class Member will receive Notice informing them of this settlement and providing material information regarding their product subscription (whether Custopak, long distance, or both), and asking whether the customer wishes to change the nature of its service(s) by either changing Custopak to plain old telephone service (“POTS”) or eliminating Verizon long-distance service or both. Verizon agrees to honor any request to change service without imposing any fees

on the customer for doing so. If the customer elects to change its service(s), the customer will receive a refund calculated per the Refund Formula set forth below. To be eligible to change service(s) and receive a refund, the Class Member must submit an online Proof of Claim through the Website or provide a certified Proof of Claim substantially in the form attached as Exhibit A, Form 1.

7.3.2 With respect to present or former customers who are Machine Dialer Custopak or Machine Dialer Long Distance Class Members and who no longer subscribe to the services at issue, the customer will receive Notice informing them of this settlement and allowing them to receive a refund pursuant to the Refund Formula by submitting an online Proof of Claim through the Website or returning a certified Proof of Claim substantially in the form attached as Exhibit A, Form 2 or Exhibit A, Form 3, as appropriate.

7.3.3 With respect to Pre-2011 Single-Line Custopak Class Members, the customers will receive Notice informing them of this settlement and allowing them to receive a refund pursuant to the Refund Formula by submitting an online Proof of Claim through the Website or returning a certified Proof of Claim substantially in the form attached as Exhibit A, Form 4.

7.3.4 With respect to Post-2011 Single-Line Custopak Class Members, the customer will receive Notice informing them of the different pricing and services offered by the Custopak bundle compared to POTS with calling

features; the Notice will inform current Post-2011 Single-Line Custopak Class Members that, if they so choose, Verizon will change their service to POTS on a prospective basis while waiving any change or processing fee for doing so; and allowing them to potentially receive a refund pursuant to the Refund Formula by submitting an online Proof of Claim through the Website or returning a certified Proof of Claim substantially in the form attached as Exhibit A, Form 5.

7.3.5 To be eligible to receive a refund, the Class Member must complete an appropriate Proof of Claim form.

7.3.6 Class Members will have 35 days following the Mailed Notice Date in which to submit their Proofs of Claim, which shall be received and processed by the Settlement Administrator. Proofs of Claim postmarked after this 35-day period following the Mailed Notice Date shall be rejected by the Settlement Administrator as untimely.

7.4 In addition to the Mailed Notice distribution described above, the Parties will also cause a form of Notice to be published in two newspapers of statewide circulation, and sufficient corresponding online websites to ensure statewide reach of notice, advising of the litigation, the certification order, and the opportunity for Class Members to submit claims to the Settlement Administrator. Further, this published Notice will advise Class Members of their opportunity to participate in the settlement if they can present documentary proof that they advised Verizon that they intended to use their lines solely for machine dialers.

7.5 The Settlement Administrator will receive and process the Proofs of Claim and provide refunds to class members according to the following Refund Formula:

- 7.5.1 For Machine Dialer Custopak Class Members who submit timely Proofs of Claim, the Settlement Administrator will determine the number of months the customer was charged for Custopak service on a line noted for a machine dialer during the Class Period and provide a refund representing the difference between (x) the tariffed (or Product Guide) rates for Custopak, plus the value of the message units included for free in the base price of POTS, and (y) the tariffed (or Product Guide) rates for POTS, plus the Subscriber Line Charge, during those months.
- 7.5.2 For Machine Dialer Long Distance Class Members who submit timely Proofs of Claim, the Settlement Administrator will determine the total amount of minimum monthly fees for that service during the Class Period until such time as the customer cancelled the service, and will provide a refund to the customer of those fees.
- 7.5.3 For pre-2011 Single-Line Custopak Class Members who submit timely Proofs of Claim, the Settlement Administrator will determine the number of months during the Class Period when the customer paid for that service and will provide a refund for the difference between the tariffed rates for Custopak and POTS during those months.
- 7.5.4 For Post-2011 Single-Line Custopak Class Members who submit timely Proofs of Claim, the Settlement Administrator will determine whether the customer selected (or activated) any of the features that a Custopak customer may select (such as Calling Waiting, Call Forwarding, or Speed Dialing). Any customer who selected those features will not be entitled

to a refund. Customers who did not select any of those features shall be entitled to a refund of the difference, if any, between (1) the tariffed (or Product Guide) price for Custopak, and (2) the tariffed price for POTS with those calling features that are automatically included within Custopak and are only included with POTS for additional, *a la carte* charges, and which can be used if the customer's system only has a single line.

7.5.5 For class members who are current customers with "Orphan" lines, as defined above, and who submit timely Proofs of Claim and elect to convert their current service to POTS, the Settlement Administrator will determine whether the customer selected (or activated) the Calling Waiting, Call Forwarding, Speed Dialing, or other calling features, and in light of that information will provide a refund, if any, of the difference between (1) the tariffed (or Product Guide) price for Custopak and (2) the tariffed price for POTS with those calling features added for additional, *a la carte* charges, to the extent that there is a difference. For the avoidance of doubt, this potential refund shall not be available for customers who no longer, at present, have an "Orphan" line.

7.5.6 For Class Members who submit timely claims in response to the publication Notice and include documentary proof that they informed Verizon that they intended to use their line for a machine dialer, the Settlement Administrator will examine the sufficiency of the documentary proof and, if satisfied with that proof, shall provide a refund

using whatever Refund Formula is applicable given the Class to which the person assertedly belongs.

7.6 Verizon will be responsible for funding these payments which will be distributed through the Settlement Administrator. The amounts calculated pursuant to the Refund Formula will be increased to account for prejudgment interest and incremental sales tax that the class member would have paid on the refunded amount. For Class Members who established their Custopak or long distance service prior to the time for which Verizon maintains records (generally, prior to 2007 for local exchange service, and prior to 2010 for long distance service), the Settlement Administrator shall use the inception date of the line provided in the Verizon billing data as a proxy for determining the date when the customer established the services at issue. At the end of one year after issuance of checks for the payments, the Settlement Administrator shall close its account and return any remaining funds from uncashed checks or other unclaimed funds to Verizon.

7.7 Verizon shall assign to the Machine Dialer Custopak and Single-Line Custopak Classes any and all right, title, and interest that Verizon may have to a claim for a refund of overpaid E911 fees paid by Machine Dialer Custopak and Single-Line Custopak Class Members, including the protective claim for a refund of E911 fees that Verizon filed with the New Jersey Division of Taxation in connection with this litigation. Verizon agrees that it will take no position contrary to the position of Plaintiffs/Petitioners in connection with any such “Refund Action” to the effect that Plaintiffs have the right to seek a refund of E911 fees collected from the Machine Dialer Class Member. Verizon will reasonably cooperate to provide information to Plaintiffs in connection with such “Refund Action.” Plaintiffs agree to dismiss the matter captioned *Frank*

Greek & Son, Inc. v. Verizon, docket no. MID-L-1341-09, to the extent that it not already dismissed.

7.8 Verizon agrees to implement training and guidance for its customer sales representatives in New Jersey to advise business customers who inform Verizon that they intend to devote a line to use by a machine dialer that they may not need the voice calling features offered by Custopak; and further, that such machine dialer customers should consult with the device's manufacturer, or the entity with which the machine dialer will be communicating to determine whether the device requires long distance service to operate.

8. ATTORNEYS' FEES AND COSTS

8.1 Subject to Court approval, Verizon will not oppose, and agrees to pay, Class Counsel's attorneys' fees and costs up to a cap of \$4,950,000. This amount is an "all-in" figure, and includes all costs of third-party vendors, consultants, testifying and non-testifying experts; time already spent and time to be spent including finalizing the settlement, preparing settlement documents, drafting briefs, attending the final approval hearing and monitoring of the settlement and settlement administration. The fees are in addition to the settlement benefits each Class Member will be receiving, and are the sole property of Class Counsel, not Plaintiff or the class. The payment of the amount of fees and costs that are approved by the Court shall be made by Verizon by wire transfer to an account to be supplied by Plaintiffs' Counsel no later than thirty (30) days after the Effective Date provided, however, that Plaintiff's Counsel has first provided Verizon with any applicable Forms W-9 that may be required.

8.2 Class Counsel acknowledge that they are responsible for any claims to payment asserted by their telephony or billing consultants.

8.3 Verizon further agrees not to oppose, and agrees to pay, a service award to each Plaintiff, as recommended by Class Counsel and approved by the Court, however, in an amount

not to exceed \$50,000 in the aggregate. As a condition precedent to Verizon's obligation to make this payment, each Plaintiff shall provide Forms W-9 and such other tax-reporting information as Verizon may reasonably require.

8.4 The Parties agree that the amount of the attorneys' fees and costs and Plaintiffs' service awards is not part of the substantive terms of this Settlement, and will be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. Should the Court award less than \$5,000,000 in such costs and fees, this Settlement will still be binding.

9. STIPULATION NOT AN ADMISSION

9.1 Neither this Stipulation, including all exhibits, orders or other documents referred to herein, nor any terms or provisions of the Stipulation, nor any of the communications, negotiations, proceedings or documents produced in connection with or related to this Stipulation, shall be:

9.1.1 Construed as or deemed to be evidence of, or a concession or an admission by Verizon or to give rise to any sort of inference or presumption of (i) the truth of any fact alleged or the validity of any claim asserted in the Complaint or the Action, (ii) the truth of any fact or claim that has been, or ever could have been, or ever could be asserted in the Action (iii) any liability, fault, wrongdoing or misconduct of any type by Verizon with respect to the Complaint or the Action;

9.1.2 Offered or received into evidence in any proceeding or otherwise submitted, or referred to in, any court, administrative agency, tribunal, or other forum as evidence of, or as a concession or admission by Verizon;
or

- 9.1.3 Offered or received into evidence in any proceeding or otherwise submitted to, or referred to in, any court, administrative agency, tribunal or other forum as evidence of, or as a concession or admission by Verizon of, or as giving rise to any sort of inference or presumption of, any liability, fault or wrongdoing by Verizon in any civil, criminal, administrative, arbitral or other proceeding, but may be referred to in such a proceeding only as may be necessary to consummate or enforce this Stipulation, including the releases contained herein; or
- 9.1.4 Construed by anyone for any purpose whatsoever as a concession by or an admission of or as giving rise to any inference or presumption of any liability, fault, wrongdoing or misconduct of any sort on the part of Verizon; or
- 9.1.5 Construed as a concession by or an admission of anyone or as giving rise to any inference or presumption that the consideration to be given hereunder represents the amount that could be recovered after trial, or as a release of any person other than Verizon and the other Released Persons.

10. CHANGES IN PARTIES

10.1 Plaintiffs represent and warrant as follows:

- 10.1.1 Highview Properties I, LLC and Highview Properties III, LLC merged on June 29, 2019, with Highview Properties I, LLC as the surviving entity.
- 10.1.2 On July 2, 2019, Highview Properties I, LLC then changed its name to Highview Partners, LLC.

- 10.1.3 Highview Partners, LLC is the successor to, and holds all right and causes of action, previously held by either Highview Properties I, LLC or Highview Properties III, LLC, and has all right and power to compromise and release any and all claims held by the predecessor entities Highview Properties I, LLC and Highview Properties III, LLC.
- 10.1.4 Tices Properties, LLC has changed its name to Tices Partners, LLC but otherwise has all right and power to compromise and release any claims held by Tices Properties I, LLC.
- 10.1.5 The New Jersey Secretary of State has revoked the Certificate of Incorporation of Valley Plaza Realty, Inc.

11. MISCELLANEOUS PROVISIONS

11.1 This Stipulation may be amended or modified only by a written instrument signed by counsel for all parties or their successors-in-interest. This provision is not intended to apply where material terms of this agreement are altered by operation of subsequently enacted State or federal statutes or regulations.

11.2 The parties to this Stipulation intend that the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by all Customers against the Released Persons with respect to the Released Claims, and all disputes asserted or which could be asserted by the parties against one another.

11.3 To the extent permitted by law, all agreements made and orders entered into during the course of the Action related to the confidentiality of information or records shall survive this Stipulation.

11.4 The waiver by one party of any breach of this Stipulation by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

11.5 This Stipulation and its exhibits constitute the entire agreement among the parties hereto concerning the Settlement of all claims raised by or asserted in the Action, and no representations, warranties or inducements have been made to any party hereto concerning this Stipulation and its exhibits other than those contained and memorialized in such documents.

11.6 This Stipulation may be executed in one or more counterparts, included by signature transmitted by facsimile, or by a .pdf/.tif image of the signature transmitted through e-mail. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the parties to this Stipulation shall exchange among themselves original signed counterparts.

11.7 Notices required by this Stipulation shall be submitted either by any form of overnight mail or in person to:

Jerome Marcus, Esq.
Marcus & Marcus, LLC
P.O. Box 212
Merion Station, PA 19066
Tel: (610) 664-1184
Counsel for Plaintiffs and the Classes

Jonathan Auerbach, Esq.
Resolution Strategy Group, LLC
614 S. 4th Street, #216
Philadelphia, PA 19147
Tel: (267) 227-1400
Counsel for Plaintiffs and the Classes

Gavin J. Rooney, Esq.
Lowenstein Sandler LLP
One Lowenstein Drive
Roseland, NJ 07068
Tel: (973) 597-2500
Counsel for Verizon

11.8 All terms of this Stipulation and the exhibits hereto shall be governed by and interpreted according to the substantive laws of the State of New Jersey and without regard to the

choice of law rules of any state, except to the extent that federal law requires that federal law govern.

11.9 All parties to this Stipulation shall be subject to the jurisdiction of the Superior Court of New Jersey, Law Division, Middlesex County for all purposes related to the Action and this Stipulation.

11.10 In entering into this Settlement Agreement, each Party has relied exclusively on the advice of its own counsel and, except as expressly set forth herein, no party has relied on any representation or warranty of the other, or on any duty of the other to disclose matters which have not in fact been disclosed.

Remainder of this Page Left Intentionally Blank

The undersigned consent and agree to the form and substance of this Stipulation of Settlement.

MARCUS & MARCUS, LLC

Dated: _____

By: _____
Jerome M. Marcus, Esq.
Counsel for Plaintiffs and the Classes

RESOLUTION STRATEGY GROUP, LLC

Dated: _____

By: _____
Jonathan Auerbach, Esq.
Counsel for Plaintiffs and the Classes

LOWENSTEIN SANDLER LLP

Dated: _____

By: _____
Gavin J. Rooney, Esq.
Counsel for Defendant Verizon

VERIZON NEW JERSEY INC.

Dated: May 9, 2023 _____

By: Vandana Venkatesh _____

Title: EVP & Chief Legal Officer _____

The undersigned consent and agree to the form and substance of this Stipulation of Settlement.

MARCUS & MARCUS, LLC

Dated: May 10, 2023

By: 

Jerome M. Marcus, Esq.
Counsel for Plaintiffs and the Classes

RESOLUTION STRATEGY GROUP, LLC

Dated: May 10, 2023

By: 

Jonathan Auerbach, Esq.
Counsel for Plaintiffs and the Classes

LOWENSTEIN SANDLER LLP

Dated: 5/10/2023

By: 

Gavin J. Rooney, Esq.
Counsel for Defendant Verizon