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DARNICE GREEN, ET AL.,  
PLAINTIFFS,  
VS.  
MITCHELL L. MORGAN  
MANAGEMENT, INC., ET AL.,  
DEFENDANTS.

SUPERIOR COURT OF  
NEW JERSEY  
LAW DIVISION, CIVIL PART  
CAMDEN COUNTY

DOCKET NO.: L-4158-10  
CIVIL ACTION

**ORDER ENTERING JUDGMENT**

This matter having been opened to the Court by counsel for plaintiffs LEWIS G. ADLER and PAUL DEPETRIS via a motion for final approval of class action confirmation and class action settlement and the Court, having reviewed the papers submitted herewith and any opposition thereto and for good cause shown; **It is** on this 16 day of

August, 2019, ordered:

1. Plaintiffs' instant motion for final approval of class action confirmation and class action settlement is hereby **granted**.
2. This Court has jurisdiction over the parties and the subject matter herein.

3. Given the factors set forth above and based on the submissions received by the Court in connection with both preliminary and final approval of this settlement, the Court grants final approval to the settlement agreement and settlement as being fair, reasonable and adequate as to all parties and consistent with and in compliance with all requirements of due process and applicable law, as to and in the best interests of all parties and directs the parties and their counsel to implement and consummate the settlement agreement in accordance with its terms and provisions.
4. The Court finds that for purpose of final approval of class action confirmation and class action settlement that the requirements of Rule 4:32 are satisfied.
5. The Court finds that for purpose of final approval that the requirements of Rule 4:32 are satisfied and that a class action is an appropriate means of resolving this litigation.
6. All the prerequisites for class certification under Rule 4:32 are present.
7. The Class Members are ascertainable and too numerous to be joined.
8. Questions of law and fact common to all Class Members predominate over individual issues and should be resolved in one proceeding with respect to all Class Members.
9. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class that would establish incompatible standards of conduct for the party opposing the Class.
10. The Class Representatives' claims are typical of those of the Class.

11. The class action mechanism is superior to alternative means for adjudicating and resolving this action.
12. The Court grants final approval of the proposed class action settlement entered into between the parties, finding that the settlement was arrived at after extensive arm's length negotiations conducted in good faith by the parties' respective counsel.
13. The Court finds that the proposed class action settlement is fair, reasonable and adequate given the complexity, expense and duration of this litigation and the risks inherent and involved in establishing liability and damages and in maintaining the class action through trial and appeal.
14. This case presents difficult and complex issues as to liability and the relief to be afforded members of the settlement class, as to which there are substantial grounds for difference of opinion.
15. The settlement is also fair, reasonable and adequate when weighing the benefits afforded to the settlement class against the expense and length of time necessary to prosecute these proceedings through trial, the uncertainties of the outcome of the proceedings and the fact that resolution of the class claims, whenever and however determined, would likely be submitted for appellate review.
16. In addition, there have been extensive arm's length negotiations between counsel for the parties and the exchange of detailed information about the claims alleged in the complaint.

17. The promises and commitments of the parties under the terms of the settlement, including payments to the settlement class members, constitute fair value given in exchange for the releases of the released claims against the released party in the light of such factors and the information that the parties possessed when they negotiated and agreed to the settlement.

18. Exhibit 1 attached hereto is a copy of the parties' Class Action Settlement Agreement and its exhibits.

19. Exhibit 2 attached hereto is a copy of the list of persons choosing to opt out of the settlement. *There are none.*

20. Specifically excluded from the settlement class are the following persons or entities: (i) defendants and its subsidiaries and affiliates, employees, officers, directors, agents, and representatives and their family members; (ii) class counsel; (iii) the judges who presided over this case; and (iv) those persons or entities listed in Exhibit 2 attached hereto who chose to opt out of the settlement.

21. Any untimely objections to the settlement are rejected as contrary to the Court's prior order in this case granting preliminary approval of class action certification and settlement.

22. Any timely objections to the settlement are rejected as unmeritorious. *There are none.*

23. The manner of dissemination and content of the notices as specified in detail in the settlement agreement: (i) constituted the best notice practicable, (ii) constituted notice that was reasonably calculated under the circumstances to apprise settlement class members of the pendency of the action, of their right to appear at the final approval hearing and of their right to seek monetary and other

relief, (iii) constituted reasonable, due, adequate and sufficient notice to all persons entitled to receive notice, and (iv) met all applicable requirements of due process and any other applicable law or requirement. Exhibit 1.

24. Full and fair opportunity has been afforded to the members of the settlement class to be heard and to participate in the final approval hearing.
25. The parties complied with their respective obligations as set forth in the order granting preliminary approval of class action settlement entered by this Court on 4-26-19.
26. The parties and each settlement class member submitted to the jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the settlement agreement, permitting the Court to retain continuing jurisdiction over this action to ensure the terms of this settlement are fully effectuated.
27. It is in the parties' and settlement class members' best interests and consistent with principles of judicial economy, that any dispute between any settlement class member (except for any dispute as to whether any person is a settlement class member, which dispute shall be presented to the administrator pursuant to the terms of the settlement agreement) and the released party that in any way relates to the applicability or scope of the settlement agreement or of this final order, should be presented exclusively to this Court for resolution by this Court.
28. Class action counsel appointment of Lewis G. Adler, Attorney At Law and Paul DePetris of the Law Office of Paul DePetris are confirmed and those counsel are found to be adequate representatives of the settlement class.

29. The Court grants final approval of the class action settlement entered into between the parties, finding that the settlement was arrived at after extensive arm's length negotiations conducted in good faith by the parties' respective counsel.
30. The Court finds that the proposed class action settlement is fair, reasonable and adequate given the complexity, expense and duration of this litigation and the risks inherent and involved in establishing liability and damages and in maintaining the class action through trial and appeal.
31. This case presents difficult and complex issues as to liability and the relief to be afforded members of the settlement class, as to which there are substantial grounds for difference of opinion.
32. The settlement is also fair, reasonable and adequate when weighing the benefits afforded to the settlement class against the expense and length of time necessary to prosecute these proceedings through trial, the uncertainties of the outcome of the proceedings and the fact that resolution of the class claims, whenever and however determined, would likely be submitted for appellate review.
33. In addition, there have been extensive arm's length negotiations between counsel for the parties and the exchange of detailed information about the claims alleged in the complaint.
34. The promises and commitments of the parties under the terms of the settlement, including payments to the settlement class members, constitute fair value given in exchange for the releases of the released claims against the released party in

the light of such factors and the information that the parties possessed when they negotiated and agreed to the settlement.

35. The proposed method for providing relief to settlement class members, as set forth in the settlement agreement, is finally approved as fair, reasonable, adequate, just, and in the best interests of the settlement class and the parties are hereby ordered to provide and comply with the relief described in the settlement agreement in accordance with its terms.

36. The Court hereby awards class counsel a fee and costs award of \$500,000.00.

37. Defendants further agree to pay such fees within fourteen (14) days after the on which this order entering judgment becomes final.

38. Other than the fees set forth above, neither defendants nor any Released Party shall be required to pay any other fees to Class Counsel in connection with this Settlement. Exhibit 1.

39. By operation of this final order and judgment, effective as of the effective date, and in consideration of the settlement agreement and the benefits extended to the settlement class, the named lead class plaintiffs and the settlement class members who do not validly and timely request to be excluded from the proposed settlement (whether or not such Settlement Class Members submit claims) and all of their present, former, and future heirs, executors, administrators, representatives, agents, partners, predecessors-in-interest, successors, assigns, and legatees (collectively the "Releasing Parties") do or by operation of this final order and judgment are deemed to have fully released and forever discharged each of the defendants, as well as any and all of their

respective present or past predecessors, successors, assigns, parent companies, subsidiaries, agents, associates, affiliates, divisions, holding companies, employers, employees, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, companies, firms, trusts, and corporations, from all any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extracontractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorney's fees and/or obligations (including "Unknown Claims" as defined in Exhibit 1), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the CFA or other federal, state, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of the facts, transactions, events, matters, occurrences, acts, disclosures, statements, misrepresentations, omissions or failures to act regarding the attorney's fees charged to the Class Members, including but not limited to all claims that were brought or could have been brought in the Action relating to such attorney's fee charges or otherwise, belonging to any and all Releasing Parties.



40. Effective as of the date of this order and judgment, to the fullest extent permitted by law, the Court orders and enters a permanent injunction barring and enjoining the settlement class members from (i) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the complaint or the released claims, and (ii) organizing settlement class members into a separate class for purposes of pursuing as a purported class action or any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the complaint and/or the released claims, except that settlement class members are not precluded from participating in any investigation or suit initiated by a state or federal agency.

41. The settlement agreement and the final order and judgment is and shall be binding on and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the release maintained by or on behalf of the named lead class plaintiff and all other settlement class members, as well as their successors, assigns, past, present, and future parents, subsidiaries, joint venturers, partnerships, related companies, affiliates, unincorporated entities, divisions, groups, directors, officers, shareholders, employees, agents, representatives, servants, partners, executors,

administrators, assigns, predecessors, successors, descendants, dependents and heirs.

42. The settlement agreement and the settlement provided for herein and any proceedings taken pursuant thereto are not and cannot be offered or received as evidence of, a presumption, concession or an admission of liability or a defect or of any misrepresentation or omission in any statement or written document approved or made by the Releasing Parties or of the suitability of these or similar claims to class treatment in any active lawsuit and trial.
43. The Court hereby authorizes the parties, without further approval from the Court, to adopt such amendments, modifications and expansions of the settlement agreement and all exhibits hereto as: (i) shall be consistent in all material respects with this final order and judgment; and (ii) do not limit the rights of the parties or settlement class members.
44. Without affecting the finality of the judgment entered under this final order and judgment, this Court retains continuing jurisdiction over this settlement and this case, including the administration, consummation, and enforcement of the settlement agreement, the injunctive provisions set forth herein and the provision of benefits to the settlement class members. Without affecting the finality of the judgment entered under this final order and judgment, this Court also retains jurisdiction over the parties and each member of the settlement class who are deemed to have submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding or dispute arising out of or relating to this final order and judgment or the enforcement of the terms of the settlement agreement.

45. The complaint is hereby dismissed with prejudice and without costs except as provided for under the terms of the settlement agreement and in this order.

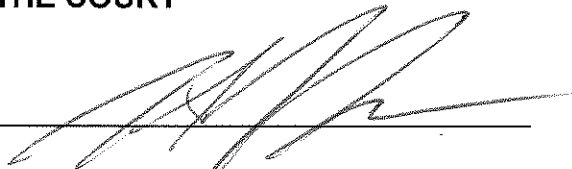
Exhibit 1.

46. Any claims submitted late but prior to 8-16-19 will be paid if such claims otherwise meet all qualifications. Respective defendants shall be notified they must submit full claim documentation within 2 weeks of today's date.

**FOR THE COURT**

OPPOSED

UNOPPOSED



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**Steven J. Polansky, P.J.Cv.**

**"Reasons Set Forth on Record"**