

GOLOMB SPIRT GRUNFELD, PC

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Attorneys for Plaintiff and the Class

VICTOR MATEO, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL
32BJ.

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

DOCKET NO. BER-L-004121-22

CIVIL ACTION

**ORDER GRANTING PRELIMINARY
APPROVAL OF SETTLEMENT**

THIS MATTER having been brought before the Court on Motion for Preliminary Approval of a Class Action Settlement, filed by Plaintiff's Counsel; and the Court having considered the terms and conditions of the Settlement Agreement; and for good cause appearing that the terms and conditions set forth in the Settlement Agreement were the result of good faith arm's length settlement negotiations between competent and experienced counsel for both Plaintiff and Defendants:

IT IS ON THIS 8th DAY OF March, 2023 ORDERED THAT:

1. This Court has jurisdiction over the Parties and the subject matter herein;
2. The terms of the Parties' Settlement Agreement are hereby conditionally approved, subject to further consideration thereof at the Final Approval Hearing (or "Fairness Hearing")

provided for below. The Court finds that said settlement is sufficiently within the range of reasonableness and the notice of the proposed settlement should be given as provided in the Settlement Agreement;

3. This action arose out of a data breach in which an unknown third party allegedly gained access to certain computer systems of Defendant, which contained protected identifying information (“PII”) belonging to Plaintiff and the Settlement Class Members, between October 21, 2021 and November 1, 2021 (the “Incident”). The Court preliminarily certifies the following class for purposes of settlement only:

All individuals residing in the United States whose PII was potentially compromised as a result of the Incident.

4. The Court finds, only for purposes of preliminarily approving the settlement, that the requirements of R. 4:32-1, et seq. of the New Jersey Court Rules are satisfied, and that a class action is an appropriate means of resolving this litigation. All the prerequisites for class certification under R. 4:32-1(b)(1)(A) are present. The Settlement Class Members are identifiable and too numerous to be joined. Common questions of law and fact as to all Settlement Class Members predominate over individual issues and should be resolved in one proceeding with respect to all Settlement Class members. The Class Representative’s claims are typical of those of the Class. The class action mechanism is superior to alternative means for adjudicating and resolving this action;

5. For purposes of settlement only and pending final approval by this Court of the Settlement Agreement, the Court finds that Plaintiff, Victor Mateo, is an adequate class representative for the Settlement Class;

6. For purposes of settlement only and pending final approval by this Court of the Settlement Agreement, the Court finds that the following attorneys are designated as Class Counsel:

Kenneth J. Grunfeld, Esq.
Kevin W. Fay, Esq.
GOLOMB SPIRT GRUNFELD, P.C.
1835 Market Street, Suite 2900
Philadelphia, PA 19103

7. The Court approves the proposed notice attached to the Settlement Agreement and upon the Certification of Kenneth J. Grunfeld. The notice to be provided is hereby found to be the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed settlement and the Fairness Hearing to all persons and entities effected by and/or entitled to participate in the settlement, in full compliance with the notice requirements of R. 4:32-2(b) of the New Jersey Court Rules, due process, the Constitution of the United States, the laws of New Jersey and all other applicable laws. The notice is accurate, objective, informative, and provides the Settlement Class with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness. The Court finds that the notice adequately advises the Settlement Class about the class action; the terms of the proposed Settlement, the benefits to each Settlement Class Member, and the proposed fees, costs, and expenses to Class Counsel; each Settlement Class Member's right to object or opt out of the Settlement, and the timing and procedures for doing so; Preliminary Approval by the Court of the proposed Settlement; and the date of the Final Approval hearing as well as the rights of Settlement Class Members to file documentation in support of or in opposition to, and appear in connection with, said hearing. Non-material modifications to the form and content of the Notice may be made without further order of the Court.

8. The Court also approves the manner and timing of the notice to the Settlement Class as set forth in Section [III] of the Settlement Agreement. The Court further finds, as specifically described in the Settlement Agreement, that the sending of notice via e-mail to all Settlement Class Members for whom Defendant has provided the Settlement Administrator with an e-mail address; the mailing of the notice via U.S. mail to all Settlement Class members to their last known address where Defendant does not possess a valid e-mail address, with updates from the National Change of Address database; and the maintenance of a Settlement Website containing the Complaint, the Settlement Agreement, the Long-Form Notice, the Short-Form Notice, the Claim Form, the Preliminary Approval Order, and any other documents that Class Counsel and Defendant's Counsel agree to post or that the Court orders posted, until sixty (60) calendar days after distribution of the Net Settlement Fund to Settlement Class Members has been completed, constitute reasonable notice to Settlement Class Members of their rights with respect to the class action and proposed Settlement. The Court hereby orders that the notice to the Settlement Class shall be affected in accordance with Section [III] of the Settlement Agreement;

9. The Parties are authorized to retain Kroll Settlement Administration LLC as the Settlement Administrator in accordance with the terms of the Settlement Agreement and this Order. All costs incurred in notifying the Settlement Class, as well as administering the Settlement Agreement, shall be paid as set forth in the Settlement Agreement;

10. Within twenty (20) calendar days of the Court's preliminary approval of the Settlement, SEIU 32BJ will provide the Settlement Administrator with, among other things as necessary, the following information for each Settlement Class Member: (a) name; (b) last known e-mail address, if available; and (3) last known mailing address, if available;

11. Within twenty-five (25) calendar days after the above information is provided, the Settlement Administrator shall send notice to Settlement Class Members in the manner specified in the Settlement Agreement;

12. The Court orders that any request for exclusion from the Settlement, in order to be timely and valid, must: (a) be postmarked no later than forty-five (45) calendar days after notice is sent; (b) include the Settlement Class Member's name, address, e-mail address, and telephone number; (c) state that the Settlement Class Member wants to be excluded from the Settlement in Mateo v. SEIU 32BJ, Case No. BER-L-004121-22, (Superior Court, Bergen County, NJ), and that the Settlement Class Member understands that he or she will receive no money from the Settlement; (d) identify his or her counsel, if represented; and (e) be personally signed and dated by the Settlement Class Member.

13. If more than 5% of the total number of Settlement Class Members submit timely and valid opt-out requests, SEIU 32BJ shall have the option to void the Settlement. To exercise this option, SEIU 32BJ or its counsel shall give notice in writing to Settlement Class Counsel no later than ten (10) business days after receiving the last timely opt-out statement. If the Settlement Agreement is terminated or not consummated for this reason or any reason whatsoever, this conditional certification of the Settlement Class shall be void, with Defendant reserving its rights to oppose any and all future class certification motions on any grounds and Plaintiff similarly preserving all of his rights, including the right to move for class certification and/or to continue with the litigation;

14. Any participating Settlement Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement by filing an objection with the Court with copy to Settlement Class Counsel and Defendant's Counsel. Any objection must: (a)

state the objector's name, address, e-mail address, and telephone number; (b) include the case name and case number of this Action (Mateo v. SEIU 32BJ, Case No. BER-L-004121-22, (Superior Court, Bergen County, NJ)); (c) include an explanation of the basis upon which the objector claims to be a Settlement Class Member; (d) include a statement with specificity of all grounds for the objection, accompanied by any legal support for the objection; (e) state whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (f) state the number of times in which the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case; (g) state the identity of all counsel who represent the objector in this matter, including any former or current counsel who may be entitled to compensation for any reason related to the objection; (h) provide a list of all other class action settlements to which the objector's counsel or counsel's law firm filed an objection within the five (5) years preceding the date that the objector or their counsel files the objection; (i) provide a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (j) state whether the objector intends to appear at the Final Approval Hearing and, if so, the identity of all counsel representing the objector who will appear at the Final Approval Hearing; and (k) include the objector's signature (an attorney's signature is not sufficient). To be timely, the objection must be postmarked no later than forty-five (45) calendar days after notice is sent. Any Participating Settlement Class Member who does not timely submit such a written objection will not be permitted to raise such objection, except for good cause shown, and any Participating Settlement Class Member who fails to object in the

manner prescribed by this Order will be deemed to have waived, and will be foreclosed from raising, any such objection.

15. Any objector obtaining access to materials and/or information designated and/or deemed confidential ~~must obtain leave of court and~~ must agree to be bound by a confidentiality agreement and by all protective orders entered in this action;

16. Plaintiff and Settlement Class Counsel shall file their motion for their application for attorneys' fees, costs, and expenses, and for a Service Award for Plaintiff, no later than forty-five (45) calendar days after notice is sent or one hundred and five (105) calendar days after the Court's preliminary approval of the Settlement, whichever is later.

17. The last day for Class Members to file a Claim Form for reimbursement of out-of-pocket losses or other expenses shall be sixty (60) calendar days after notice is sent.

18. Defendant's counsel and Class Counsel are authorized to use and disclose such information as is contemplated and necessary to effectuate the terms and conditions of the Settlement Agreement and to protect the confidentiality of the names and addresses of the members of the Settlement Class and other confidential information pursuant to the terms of this Order.

19. On July 13, 2023 at 10 a.m/~~p.m.~~, a Final Approval Hearing will be held before the ROBERT M. VINCI, J.S.C., J.S.C. in Courtroom 352 of the Superior Court of New Jersey, Bergen County Justice Center, 10 Main Street, Hackensack, New Jersey. The date and time of the Final Approval Hearing may, from time to time and without further notice to the Settlement Class (except those Settlement Class Members who file timely and valid objections), be continued or adjourned by order of the Court;

20. Plaintiff and Settlement Class Counsel shall file their Motion for Final Approval of the Settlement no later than seven (7) days before the Final Approval Hearing; and

21. The Motion for Preliminary Approval of the proposed settlement is hereby **GRANTED.**



ROBERT M. VINCI, J.S.C.

Unopposed
 Opposed

FOR THE REASONS SET FORTH
ON THE RECORD ON 3/8/23