

GOLOMB SPIRT GRUNFELD, PC

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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 FOR FINAL APPROVAL OF
THE CLASS ACTION SETTLEMENT
AND FOR PAYMENT OF ATTORNEYS'
FEES AND LITIGATION COSTS AND
EXPENSES AND A SERVICE AWARD
(Order 1 of 2)**

THIS MATTER having been brought before the Court on Motion for Final Approval of the Class Action Settlement, filed by Plaintiff’s Counsel, and the Court having (1) reviewed and considered the submissions of the parties in connection with the preliminary and final approval of settlement; (2) reviewed any and all properly and timely filed objections and comments to the settlement and the parties responses to such objections and comments; and (3) having held a hearing on July 13, 2023 at which time the Court heard and considered the arguments, comments and evidence submitted by all parties who entered appearances in this matter, and having requested, received, and reviewed additional information concerning the fee request, and having found that the named Plaintiff is entitled to the relief he seeks, and for good cause shown:

IT IS ON THIS 14th DAY OF July, 2023 ORDERED THAT:

1. This Court has jurisdiction over the Parties and the subject matter herein;

2. With respect to the Settlement Class, the Court finds and concludes, for settlement purposes only, that (a) members of the Settlement Class are so numerous as to make joinder impracticable; (b) there are questions of law and fact common to the Settlement Class, and such questions predominate over any questions affecting only individual Settlement Class Members; (c) Named Plaintiff's claims and the defenses thereto are typical of the claims of Settlement Class members and the defenses thereto; (d) Named Plaintiff and his counsel can protect and have fairly and adequately protected the interests of the Settlement Class Members in this matter; and (e) a class action is superior to all other available methods for fairly and efficiently resolving this matter and provides substantial benefits to the Settlement Class Members and the Court. The Court therefore determines that this Litigation was properly certified as a class action pursuant to R. 4:32-1(b), consisting of the Settlement Class, because, for purposes of this settlement, the Settlement Class meets the standards recited in Rules Governing the Courts of the State of New Jersey, Rule 4:32-1, et seq., as applicable, and finally certifies the Settlement Class for settlement purposes.

3. The Court further finds that the Settlement Agreement was arrived at after extensive arm's length negotiations conducted in good faith by counsel for the parties in this action and is supported by the vast majority of the members of the Settlement Class.

4. The Settlement set forth in the Settlement Agreement is fair, reasonable, and adequate in light of 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, and any timely and valid objections thereto are hereby overruled. This litigation presents novel, difficult and complex issues as to liability and the relief afforded to members of the Settlement Class as to which there are substantial grounds for difference of opinion. 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. In addition, there have been extensive arm's length negotiations between counsel for the parties in this litigation and the exchange of detailed information about the claims alleged in the Litigation. The promises and commitments of the parties under the terms of the Settlement Agreement, including payments to the Class Members, thus constitute fair value given in exchange for the releases of the Released Claims against the Released Party in light of such factors and the information in the parties' possession at the time the settlement was negotiated and agreed to by the parties.

5. The Court finds that the manner and content of the Notice 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 the Settlement Class Members of the pendency of the Litigation, of their right to appear at the Final Approval Hearing and their right to seek monetary 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. 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.

6. The Court finds that the parties have complied with their respective obligations as set forth in the Preliminary Approval Order entered by this Court on March 8, 2023.

7. The Court finds the parties and each Settlement Class Member have 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. The Court further finds it is in the best interests of the parties and the Settlement Class Members, 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 Settlement 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 Approval Order should be presented exclusively to this Court for resolution by this Court.

Based upon the foregoing findings of fact and conclusions of law, which are based upon and supported by the substantial evidence presented by the parties hereto and members of the Settlement Class, all of which the Court has considered and is in the record before the Court **IT IS ORDERED** as follows:

A. The motion for final approval and all the terms set forth in the Settlement Agreement is **GRANTED**, and the Court hereby overrules all objections, as either untimely, not in accordance with the Court's previous order or on their merits.

B. Because the Court determines that the Litigation satisfies the prerequisites for class certification pursuant to R. 4:32-1(b)(1)(A), and/or other laws as applicable, the Court reaffirms its ruling in the Preliminary Approval Order as to the propriety of class certification for settlement purposes and finally certifies a Settlement Class as defined in the Preliminary Approval Order and Agreement as:

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

C. The Court confirms its appointment of

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as Class Counsel and finds Class Counsel and the named Plaintiff adequate representatives of the Settlement Class.

D. In light of 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.

E. The proposed method for providing relief to Settlement Class Members, as set forth in the 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 Agreement in accordance with its terms.

F. A list of the Class Member IDs of those Settlement Class Members who have timely and validly elected to opt out of the Settlement in accordance with the requirements in the Settlement Agreement (the “Opt-Out Members”) has been submitted to the Court within the Declaration of Scott M. Fenwick. See Motion for Final Approval, Ex. 3, filed on 7/6/2023. The Opt-Out Members’ Class Member IDs are listed in Ex. A to the Fenwick Declaration, and counsel for both parties will maintain a list of the Settlement Class Members that relates to the Class Member IDs for the duration of the limitations period for the claims asserted in this matter for purposes of identifying whether the Opt-Out Members are part of the class. *Id.* The Opt-Out

Members are not bound by the Settlement and are not entitled to any of the benefits under the Settlement.

G. The Court hereby awards attorneys' fees and costs in the total amount of \$183,333.33, which represents one-third of the maximum total settlement compensation, which the Court finds to be fair and reasonable.

H. The Court hereby awards Plaintiff Victor Mateo a service award in the amount of \$1,500.00 to be paid consistent with the Settlement Agreement.

I. By Operation of this Final Order, effective as of the Effective Date, and in consideration of the Settlement Agreement and the benefits extended to the Settlement Class, the named Plaintiff, Victor Mateo, for himself, his executors, administrators, successors and assigns and the Settlement Class Members, for themselves, their heirs, executors, administrators, successors and assigns, do or by operation of this Final Order are deemed to have fully released Defendant and "Released Parties" as defined in the parties' Settlement Agreement from the Released Claims, which will forever discharge Defendant and the Released Parties of and from any liability arising in whole or in part from the Released Claims as defined in the Settlement Agreement.

J. The 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 any misrepresentation or omission in any statement or written document approved or made by Released Parties or of the suitability of these or similar claims to class treatment in active litigation and trial.

K. The Court hereby authorizes the parties, without further written approval from the Court, to adopt such amendments, modifications and expansions of the Settlement Agreement as

(i) shall be consistent in all material respects with this Final Approval Order and (ii) do not limit the rights of the parties or Settlement Class Members.

L. Without affecting the finality of the present Order, the Court retains continuing jurisdiction over this Settlement and this Litigation, including the administration, consummation, and enforcement of the Settlement Agreement, and the provision of benefits to the Settlement Class Members. This Court also retains jurisdiction over the parties, the Released 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 Approval Order and Judgment or the enforcement of the terms of the Settlement Agreement.

M. The Court hereby orders the Clerk of the Court to enter forthwith a Dismissal of the Complaint in this litigation with prejudice and without costs, except as provided for under the terms of the Settlement Agreement and in this Order.

IT IS SO ORDERED.



The Honorable Mary F. Thurber, J.S.C.

Unopposed

Opposed