

Bennet D. Zurofsky
17 Academy Street, Suite 1201
Newark, NJ 07102
bzurofsky@zurofskylaw.com
(973) 642-0885

Mayer Law Group, LLC
Carl J. Mayer
174 Nassau Street, Suite 414
Princeton, NJ 08542
cyberesquire@aol.com
(609) 921-0253

Mehri & Skalet, PLLC
Steven A. Skalet (*pro hac vice*)
1250 Connecticut Ave., NW, Suite 300
Washington, DC 20036
sskalet@findjustice.com
tyeh@findjustice.com
(202) 822-5100

Attorneys for Plaintiffs

FILED

APR 04 2016

ROBERT C. WILSON, J.S.C.

JULIA ENERSON, JULIA ENERSON &
ASSOCIATES, LLC, and all others similarly
situated,

Plaintiffs,

v.

VERIZON NEW JERSEY, INC.,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, BERGEN COUNTY

CIVIL CLASS ACTION

DOCKET NO. L-344-13

**ORDER GRANTING MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, FINAL
JUDGMENT AND ORDER OF
DISMISSAL**

WHEREAS Plaintiffs Julia Enerson (“Enerson”) and Julia Enerson & Associates, LLC (“LLC”) (together with Enerson, “Plaintiffs”), moved for an Order, pursuant to New Jersey

Court *Rule* 4:32-2(e), seeking final approval of a class action settlement, and entry of final judgment dismissing the Amended Complaint, following the Court's issuance of an Order, dated November 20, 2015 (amended on November 30, 2015 and January 26, 2016), preliminarily approving such settlement and directing that notice be provided accordingly (the "Motion"); and

WHEREAS Defendant Verizon New Jersey Inc. ("Verizon NJ") joined in the motion and sought the same relief; and

WHEREAS the Court reviewed the submissions of the parties, all properly and timely filed objections to the class action settlement and the parties' responses to such objections (of which there were none), and proof of completion of notice, and held a Fairness Hearing, pursuant to New Jersey Court *Rule* 4:32-2(e)(1)(C), on April 4, 2016 (the "Fairness Hearing"); and

WHEREAS the Court has found that the parties are entitled to the relief they seek;

IT IS ORDERED that the Motion is GRANTED, subject to the following terms and conditions:

1. With respect to the Settlement Class defined below, the Court finds and concludes, for settlement purposes only, that:

(a) the Settlement Class Members are so numerous as to make joinder of them 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) Plaintiffs' claims and the defenses asserted thereto are typical of the claims of Settlement Class Members and the defenses asserted thereto;

(d) Plaintiffs and their counsel have fairly and adequately protected the interests of Settlement Class Members throughout this action; and

(e) the proposed Class Action Settlement is superior to all other available methods for fairly and efficiently resolving this action, considering

(i) the interests of the Settlement Class Members in individually controlling the prosecution of separate actions;

(ii) the extent and nature of the litigation concerning the controversy already commenced by Settlement Class Members;

(iii) the desirability and undesirability of concentrating the litigation of these claims in a particular forum; and

(iv) the difficulties likely to be encountered in the management of a class action.

The Court therefore determines that this action satisfies the prerequisites for class certification set forth in New Jersey Court *Rule* 4:32-1(a), and may be maintained as a class action under New Jersey Court *Rule* 4:32-1 (b)(3), with the LLC representing the following Settlement Class, which the Court hereby certifies:

All persons who and entities which, at any time from January 1, 2007 through May 18, 2014, were charged for the installation of a standard mini-modular network interface jack governed by (i) New Jersey Board of Public Utilities (“BPU”) Tariff No. 2 section 10.1.1(A)(1), now rendered obsolete (the “Tariff”), (ii) Section 8.1.1(A)(1) of BPU Tariff No. 7, or (iii) Part A, Section 8.1.1(A)(1) of Verizon NJ’s Product Guide and identified on Exhibit 1 to this Order (the “Subject NIJs”), regardless of whether the person or entity is a present or former customer of Verizon NJ. Excluded from the Settlement Class are all official Verizon NJ accounts.

The Settlement Class, which will be bound by this Order, includes all Settlement Class Members who did not submit a valid request for exclusion from the Settlement Class.

2. Notice to the Settlement Class has been provided in accordance with the Second Amended Preliminary Approval Order, dated January 26, 2016. Such Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of due process. The Notice apprised the members of the Settlement Class of the pendency of the litigation, of all material elements of the proposed settlement, of the *res judicata* effect on the members of the Settlement Class, and of their opportunity to opt out of the settlement, to comment on and object to the settlement, and to appear at the Fairness Hearing. Full opportunity has been afforded to the members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all members of the Settlement Class are bound by this Order and by the final judgment to be entered pursuant to this Order.

3. The Settlement Agreement and Release dated June 5, 2015 and amended on October 22, 2015 (the "Settlement Agreement") was arrived at after extensive arm's length negotiations conducted in good faith by counsel for the parties, and is supported by the majority of the members of the Settlement Class.

4. Through March 31, 2016, 1 purported member of the Settlement Class has timely and properly opted out of the Settlement, and is listed on Exhibit 2 to this Order.

5. This litigation presents difficult and complex issues as to liability and damages, as to which there are substantial grounds for differences of opinion.

6. The Settlement is fair, reasonable and adequate in light of the substantial relief obtained, the complexity, expense and duration of the litigation, and the risks inherent and involved in establishing liability and damages, and in maintaining the class action as to liability issues through trial and appeal.

7. The promises and commitments of the parties under the terms of the Settlement Agreement constitute fair value given in exchange for the releases of the Released Claims against the Released Parties (both as defined in the Settlement Agreement). The following claims are therefore released against Verizon NJ and the other Released Parties:

Any and all claims, damages, suits, demands, liabilities, judgments, losses, and causes of action, of any kind or character, arising out of or relating in any way to charges imposed by Verizon NJ for the installation of the Subject NIJs from January 1, 2007 through May 18, 2014, of any kind or character, whether known or unknown, matured or unmatured, sounding in law or equity, seeking damages or any other relief (including attorneys' fees), that are now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, based upon any federal or state statutory or common law, including but not limited to, claims sounding in tort, contract, and the consumer protection laws of the United States or of any state or other jurisdiction within the United States, and all claims, damages, suits, demands, liabilities, judgments, losses, or causes of action which have been, might have been, are now, or could be asserted by either Plaintiff or any Settlement Class Member arising out of, based upon, or related to, in whole or in part, the facts and circumstances underlying the claims and causes of action set forth in this action.

8. This Order, the Settlement Agreement, the Settlement that it reflects, the certification of the Settlement Class hereunder, and any and all acts, statements, documents, or proceedings relating to the Settlement are not, and may not be construed as, or used as, an admission by or against the above Released Parties of (1) any fault, wrongdoing or liability on their part, (2) the propriety of class certification in any other proceeding, or (3) the validity of any released claim or the existence or amount of damages.

9. The parties and each Settlement Class Member have irrevocably submitted to the jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement Agreement.

10. 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 (including any dispute as to whether any person is a Settlement Class Member) and any of the Released Parties (as defined in the Settlement Agreement) which in any way relates to the applicability or scope of the Settlement Agreement or this Order should be presented exclusively to this Court for resolution by this Court.

IT IS FURTHER ORDERED as follows:

A. The parties' request for final approval of the Class Action Settlement is GRANTED.

B. The Settlement Agreement submitted by the parties is finally approved as fair, reasonable, adequate, just, and in the best interests of the Settlement Class, and the parties are hereby directed to consummate the Settlement Agreement in accordance with its terms.

C. 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.

D. The Court approves a payment of \$1,345,000 in fees and expenses to Class Counsel (as defined in the Preliminary Approval Order), which shall be paid within 30 days of the Settlement Effective Date (as defined in the Settlement Agreement). Plaintiffs' Lead Counsel (as defined in the Preliminary Approval Order) shall allocate these fees and expenses among Class Counsel in a manner that Class Counsel have agreed reflects the respective contributions of each law firm to the results achieved in this matter.

E. The incentive award of \$3,500 to the LLC is approved and shall be paid within 30 days of the Settlement Effective Date.

F. Verizon NJ shall issue payments to the Settlement Class Members within 90 days of the Settlement Effective Date.

G. Verizon NJ shall make the *cy pres* distribution (as described in the Settlement Agreement) within 180 days of the “void” date on the checks that are issued to certain Settlement Class Members.

H. All claims asserted in this action with respect to the Subject NIJs identified on Exhibit 1 to this Order are hereby dismissed on the merits with prejudice.

I. Within 30 days of the entry of this Order, Plaintiffs and the Settlement Class Members shall dismiss, with prejudice, any and all pending actions filed in any state or federal court in the United States arising from charges for the installation of the Subject NIJs identified on Exhibit 1 to this Order.

J. Without affecting the finality of the judgment entered pursuant to this Order, this Court retains continuing jurisdiction regarding the Settlement, including the administration, consummation and enforcement of the Settlement Agreement. In addition, without affecting the finality of the judgment entered pursuant to this Order, this Court retains jurisdiction over the parties and each member of the Settlement Class, who are deemed to have submitted irrevocably to the exclusive jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of or relating to this Order.

K. The Court finds that there is no reason for delay and directs the Clerk to enter judgment in accordance with the terms of this Order.

L. The Court orders and enters a Permanent Injunction barring and enjoining the LLC as representative of the Settlement Class, and all Settlement Class Members, to the extent permissible by law, from bringing, filing, commencing, prosecuting (or further prosecuting), maintaining, intervening in, participating in, or receiving any benefits from any other lawsuit, arbitration, or administrative, regulatory, or other proceeding in law or equity that asserts, arises from, concerns, or is based on the Released Claims in paragraph 7 of this Order.


HON. ROBERT C. WILSON

Dated: April 4, 2016

EXHIBIT 1
LIST OF SUBJECT NIJs

RJ11C

RJ12C

RJ13C

RJ14C

RJ17C

RJ25C

RJ11W

RJ12W

RJ13W

RJ14W

EXHIBIT 2

**CUSTOMERS WHO HAVE TIMELY AND
PROPERLY OPTED-OUT OF THE SETTLEMENT CLASS**

Michael S. Fleischer