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"Reasons set forth On the Record"

on 5/10/19

Attorneys for Plaintiff, Michael A. Wilson

MICHAEL A. WILSON, on behalf of himself
and all others similarly situated,

Plaintiff

vs.

AAA SOUTH JERSEY, INC.

Defendant.

SUPERIOR COURT OF NEW JERSEY
CAMDEN COUNTY
LAW DIVISION

Docket No: L-4502-17

Civil Action

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Plaintiff, Michael A. Wilson ("Plaintiff") moved this Court for an Order preliminarily approving the parties' settlement, certifying a settlement class, appointing settlement class counsel, setting a hearing on the final approval of the settlement, and directing notice to the class (the "Motion"). Defendant, AAA South Jersey, Inc. ("AAA" or "Defendant"), joined in Plaintiff's request for an order preliminarily approving the parties' settlement. Upon considering the Motion, the parties' Joint Stipulation of Settlement and all exhibits thereto (collectively, the "Settlement Agreement" or "Settlement"), the materials previously submitted in this case, the arguments of counsel, and other materials relevant to this matter, it is hereby **ORDERED** that:

1. The Court grants preliminary approval of the Settlement based upon the terms set forth in the Settlement Agreement filed herewith.
2. The terms of the Settlement Agreement are sufficiently fair, reasonable, and

adequate to allow dissemination of the Notice according to the Notice Program.¹ This determination is not a final finding that the Settlement Agreement is fair, reasonable, and adequate, but instead is a determination that there is good cause to submit the proposed Settlement Agreement to Settlement Class Members and to hold a hearing concerning final approval of the proposed settlement, and ultimately approve the settlement.

3. The Parties have made a sufficient showing, under the provisions of Rule 4:32 of the New Jersey Court Rules, as applicable in the context of settlement classes, to establish reasonable cause, following Notice to members of the proposed Settlement Class, to hold a hearing to determine if a Class should be certified for settlement purposes only, consisting of persons who meet the following criteria:

AAA South Jersey, Inc. members who renewed their membership at some point during the ninety (90) days following the stated expiration of an annual membership as set forth on the membership card and/or membership documents, between January 31, 2015 to the date the Court enters the Preliminary Approval Order.

Excluded from the Settlement Class are: (i) those with claims unrelated to renewal dates associated with a Members' yearly membership, including claims for bodily injury or property damage that may have occurred during the term of the membership; (ii) Defendant and its officers, directors and employees; (iii) any Settlement Class Member who files a valid and timely Request for Exclusion; and (iv) the Judge(s) to whom the Action is assigned and any members of his/her/their immediate families.

4. If, for any reason, the proposed settlement is not approved, any order certifying a settlement class shall be vacated *nunc pro tunc* and the litigation shall proceed as though the Settlement Class had never been certified, without prejudice to the Parties' rights to either request or oppose class certification for purposes of litigation.

5. In making the findings set forth in Paragraph 3, the Court has exercised its discretion in conditionally certifying the Settlement Class. Named Plaintiff Michael A. Wilson is

¹ To the extent capitalized terms are not defined in this Order, they shall have the meaning set forth in the Settlement Agreement.

designated as the Class Representative.

6. The Court hereby appoints the following attorneys as counsel for the Settlement Class: James C. Shah and Natalie Finkelman Bennett of Shepherd, Finkelman, Miller & Shah, LLP, ("Class Counsel"). For purposes of these settlement proceedings, the Court finds that Shepherd, Finkelman, Miller & Shah, LLP, is competent and capable of exercising its responsibility as Class Counsel.

7. This Court has both subject matter jurisdiction and personal jurisdiction as to this action and all Parties before it.

8. The Settlement Agreement is for settlement purposes only. Neither the fact of, any provision contained in, nor any action taken under the Settlement Agreement shall be construed as an admission of the validity of any claim or any factual allegation that was or could have been made by Plaintiff and Settlement Class Members in the Action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendant or the Released Persons. The Settlement Agreement shall not be offered or be admissible in evidence by or against Defendant or the Released Persons or cited or referred to in any other action or proceeding, except one (1) brought by or against the Parties to enforce or otherwise implement the terms of the Settlement Agreement, (2) involving any Plaintiff or Settlement Class Member to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim preclusion, issue preclusion, or similar defense, or (3) involving an attempt to enforce a stay of other litigation pursuant to the terms set forth in the Settlement Agreement and the Court's Order preliminarily approving the Settlement Agreement.

9. The Notice and provisions for disseminating notice substantially as described in and attached to the Settlement Agreement are hereby approved. The Court approves the Claim Form

attached as Exhibit 1 to the Settlement Agreement, Long-form Notice, attached as Exhibit 2, and Short-form Postcard Notice attached as Exhibit 3. These materials (a) provide the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and of their right to appear, object to, or exclude themselves from the proposed settlement, (c) are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and (d) fully comply with state law, the New Jersey Constitution, and all other applicable laws.

10. Strategic Claims Solutions (herein referred to as "Claims Administrator"), selected pursuant to the terms of the Settlement Agreement, shall be responsible for providing notice of the proposed settlement to the Settlement Class Members in accordance with the provisions of the Settlement Agreement. AAA will be responsible for all fees and costs associated with the Notice Program.

11. The Claims Administrator shall mail the Short-form Postcard Notice to the identified Settlement Class Members per the Notice Program within thirty (30) days of the entry of this Order.

12. The Claims Administrator will make an informational Settlement Website available to the public within ten (10) days of the entry of this Order. The Settlement Website will include a copy of this order, the Notice, the Settlement Agreement, the Claim Form, and other important documents as set forth in the Agreement. Class Members will be able to submit their claims for reimbursement by U.S. Mail or online, through the Settlement Website.

13. All Class Members shall be bound by all determinations, judgments and releases in the Action concerning the Settlement, whether favorable or unfavorable to the Class.

14. All Class Members who wish to participate in the Settlement shall return a

completed Claim Form in accordance with the instructions contained therein.

15. Anyone who wishes to be excluded from the Settlement Class must submit a written request for exclusion (as described in the Notice and Settlement Agreement) by sending it to the Settlement Administrator, Strategic Claims Services at 600 North Jackson Street - Suite 205, Media, PA 19063. Requests for exclusion must contain all information described in the Settlement Agreement. The envelope containing the Request for Exclusion must be postmarked on or before 30 days prior to the Final Approval Hearing as set forth in the Notice. The Court shall rule on the validity of exclusions at the Final Approval Hearing.

16. Anyone who falls within the Settlement Class definition and does not submit a Request for Exclusion in complete accordance with the deadlines and other specifications set forth in this Order and the Settlement Agreement shall remain a Settlement Class Member and shall be bound by all proceedings, orders, and judgments of this Court pertaining to the Settlement Class.

17. Any Settlement Class Member who wishes to object to the proposed Settlement must send or file an objection with this Court. Objections must contain all information described in the Settlement Agreement. The envelope containing the Objection to the Settlement must be postmarked on or before 30 days prior to the date set by this order for the Final Approval Hearing. Only Settlement Class Members may object to the Settlement. A copy of such papers being filed in support of any Objection shall also be mailed to Class Counsel, James C. Shah and Natalie Finkelman Bennett, Shepherd, Finkelman, Miller & Shah, LLP, 475 White Horse Pike, Collingswood, NJ 08107, and Defense Counsel, Sean X. Kelly, Marks, O'Neill, O'Brien, Doherty & Kelly, P.C., Cherry Tree Corporate Center, Suite 501, 535 Route 38 East, Cherry Hill, NJ 08002 no later than 30 days before the date set by this order for the Final Approval Hearing.

18. Any Settlement Class Member who does not submit an Objection to the Settlement

in complete accordance with this Order and the applicable provisions of the Settlement Agreement shall not be permitted to object to the settlement.

19. Any objecting Settlement Class Member may appear at the Final Approval Hearing on the fairness of the proposed settlement held by the Court, in person or by counsel, to show cause why the Settlement Agreement should not be approved as fair, reasonable, and adequate, or to object to any petitions for attorney fees and reimbursement of litigation costs and expenses; provided, however, that the objecting Settlement Class Member must mail or file with the Clerk of the Court, a notice of intention to appear at the Final Approval Hearing (a "Notice of Intention to Appear") on or before the date set forth in the Notice, which shall be no later than 30 days prior to the date of the Final Approval Hearing. The Notice of Intention to Appear must include all information and documents required by the Settlement Agreement. Any Settlement Class Member who does not provide a Notice of Intention to Appear in complete accordance with the deadlines and other specifications set forth in the Settlement Agreement, and who has not filed an Objection to the Settlement in complete accordance with the deadlines and other specifications set forth in the Settlement Agreement, will be barred from speaking or otherwise presenting any views at any Final Approval Hearing.

20. Any Class Member who does not make his, her or its objection in the time and manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as incorporated in the Agreement, or to the award of attorneys' fees and costs Class Counsel or the Service Award, unless otherwise ordered by the Court.

21. No less than ten (10) days prior to the Final Approval Hearing, the Claims Administrator will provide to the Parties a declaration attesting that Class Notice was

disseminated in a manner consistent with the terms of the Settlement Agreement.

22. AAA shall also have the obligations otherwise enumerated in the Settlement Agreement.

23. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Class Member may, either directly, representatively, or in any other capacity, prosecute, institute, or commence any individual, class, or other action with respect to the Released Claims against any of the Released Parties.

24. Neither Defendants nor Defendants' Counsel shall have any responsibility for any application for attorneys' fees and expenses of Class Counsel, and such matters will be considered separately from the fairness, reasonableness and adequacy of the Settlement.

25. Papers submitted in support of the Settlement shall be filed with the Court twenty-one (21) days before the Fairness Hearing.

26. The Fairness Hearing pursuant to Rule 4:32 of the New Jersey Rules Governing Practice, shall be held before the Court on August 19, 2019, at 1:30 pm, in Courtroom 53 of the Superior Court of New Jersey, Camden County Law Division, 101 South 5th Street, Camden, NJ 08103 (or at such adjourned time or times as the Court may without further notice direct), to:

- a. determine whether the terms of the Agreement and the proposed Settlement provided for therein are fair, reasonable, adequate and in the best interests of the Class and should be approved by the Court;
- b. consider the applications for attorneys' fees, costs, and service award; and
- c. hear and rule upon such other matters as the Court may deem appropriate.

27. Neither the Settlement, nor any of its terms or provisions, nor any of the negotiations,

documents, discussions or proceedings connected with it, shall be construed as, or as evidence of, an admission, presumption or concession by Defendants of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind.

28. The Court reserves the right to adjourn the date of the Fairness Hearing without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court reserves the right to approve the Settlement, with such modification(s) as may be agreed to by the Parties, without further notice to the Class. The Parties shall be permitted to make any non-substantive corrections or changes to the notices to the Class and other Settlement documents without seeking further approval of the Court.

IT IS SO ORDERED.

Dated: May 10th, 2019



SHERRI L. SCHWEITZER, J.S.C.

A COPY OF THIS ORDER SHALL BE
SERVED UPON ALL PARTIES WITHIN
7 DAYS FROM THE WITHIN ORDER