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"Reasons set forth On the Record"

10/11/19

*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] FINAL JUDGMENT  
AND ORDER APPROVING  
SETTLEMENT**

THIS MATTER having been opened to the Court by counsel for the Plaintiff and the Class for final approval of the proposed class action settlement (the "Settlement"), final certification of Settlement Class, award of Attorneys' Fees and Expenses and approval of Service Award in accordance with the Joint Stipulation of Settlement ("Settlement Agreement"); and

WHEREAS the Court finds as follows: The Settlement was entered into at arm's length by experienced counsel and only after negotiations with a well-respected mediator, the Honorable Joel B. Rosen (Ret.). The Settlement is not the result of collusion. The Settlement is fair, reasonable, and adequate; and

WHEREAS, this Court conducted a final approval hearing on October 10, 2019, and has fully considered the record of these proceedings, the representations, and recommendation of counsel, and the requirements of the governing law; and for good cause shown

IT IS THIS 10<sup>th</sup> day of October, 2019:

ORDERED that the Final Approval and Judgment is GRANTED, subject to the following terms and conditions:

1. For the purposes of this Order, the Court hereby adopts all defined terms as set forth in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of the Action, Plaintiff, the Class, and Defendant.

3. The "Settlement Class" certified for the sole purpose of consummating the Settlement in this Action, consists of and is hereinafter defined as:

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 May 10, 2019.

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. Notice was provided to the Class as follows: by first-class mail to addresses of each of the Settlement Class members, as well as the posting of the Notice on the Settlement Website, [www.aaasouthjerseysettlement.com](http://www.aaasouthjerseysettlement.com). The form and method of notifying the Class of the terms and conditions of the proposed Settlement met the requirements of Rule 4:32 of the New Jersey Rules Governing Civil Practice, due process, and all other requirements; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto of these proceedings and the terms and conditions of the Settlement and the right to object.

5. Attached hereto and incorporated into this Order as Appendix A is a schedule of all such persons who have timely and validly requested to be excluded from the Settlement Class.

6. The Court finds that there have been no Objections filed to the Settlement and that the July 20, 2019 deadlines for Objections have passed.

7. The Court finds that the proposed Settlement Class meets all the applicable requirements of Rule 4:32 of the New Jersey Rules Governing Civil Practice, affirms certification of the Settlement Class, and approves the Settlement set forth in the Agreement as being fair, just, reasonable, and adequate.

8. The Court finds Michael A. Wilson adequately represents the interests of the Settlement Class and hereby appoints him as Class Representatives for the Settlement Class.

9. The Court finds that James C. Shah and Natalie Finkelman Bennett of Shepherd, Finkelman, Miller & Shah, LLP fairly and adequately represent the interests of the Settlement Class and hereby confirms them as Class Counsel pursuant to Rule 4:32.

10. The Court finds, upon review of the Settlement and consideration of the nine factors enunciated in *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975), which are applied by New Jersey courts, *Strougo v. Ocean Shore Holding Co.*, 457 N.J.Super. 138, 159 (2017), that the Settlement and is fair, reasonable and adequate. Accordingly, the Settlement is finally approved by the Court.

11. The Final Judgment and Order Approving Settlement, as provided under the Agreement, should be entered. Such order and judgment shall be fully binding with respect to all members of the Class and shall have res judicata, collateral estoppel, and all other preclusive effect in any claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interests, or expenses that are based on or in any way related to any of the claims for

relief, causes of action, suits, damages, debts, contracts, petitions, demands in law or equity, or any allegations of liability, obligations, promises, attorneys' fees, costs, interests, or expenses that were asserted in this action.

12. The complaint in this action is dismissed with prejudice, and the claims against Defendant are released.

13. Settlement Class Members requesting exclusion from the Class (as reflected in Appendix A) shall not be entitled to receive any reimbursement as described in the Agreement.

14. The Settlement Administrator shall distribute to each Settlement Class Member who timely submitted a properly executed, valid Claim Form, the benefits to which they are entitled under the terms of the Agreement.

15. In recognition of their hard work, the time and expenses incurred on behalf of the Class and the results achieved on behalf of the Class, pursuant to the terms of the Settlement Agreement, Class Counsel is hereby awarded \$75,000 in attorneys' fees and expenses.

16. The Class Representative shall receive a Service Award of \$2,000.

17. The awarded attorneys' fees and costs, Class Representative service award, and Administration fees are to be paid and distributed in accordance with the Settlement.

18. Each and every term and provision of the Agreement and Settlement shall be deemed incorporated into the Final Judgment and Order Approving Settlement as if expressly set forth and shall have the full force and effect of an Order of the Court.

19. The terms of this Final Judgment and Order Approving Settlement and the Settlement are binding on the Plaintiff and all other Settlement Class Members, as well as their heirs, executors and administrators, successors and assigns.

20. The parties and their counsel are ordered to implement and to consummate the Settlement according to its terms and provisions.

21. Other than as set forth herein, the parties shall bear their own costs and attorneys' fees.

22. The releases set forth in the Settlement Agreement are incorporated by reference. All Class Members, as of the Effective Date, shall be bound by the releases set forth in the Settlement Agreement whether or not they have availed themselves of the benefits of the Settlement.

23. The parties are authorized, without further approval from the Court, to agree to and to adopt such amendments, modifications, and expansions of the Settlement as are consistent with the Final Judgment and Order Approving Settlement.

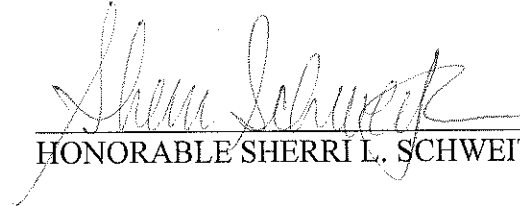
24. No Settlement Class Member, either directly, representatively, or in any other capacity (other than a Settlement Class Member who validly and timely submitted a valid request for exclusion), shall commence, continue, or prosecute any action or proceeding against Defendant in any court or tribunal asserting any of the claims released by the Settlement or Agreement, and are hereby permanently enjoined from so proceeding.

25. Without affecting the finality of the Final Judgment and Order Approving Settlement, the Court shall retain continuing jurisdiction over this action, the parties and the Settlement Class, and the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the enforcement or implementation of the Settlement shall be presented by motion to the Court.

26. Neither this Order nor the Agreement, nor any documents or statements related thereto, shall constitute any evidence or admission of liability by Defendant, nor shall any such

document or statement be offered in evidence in this or any other proceeding except to consummate or enforce the Settlement or the terms of this Order.

27. There being no just reason to delay, the Clerk is directed to enter this Final Judgment and Order Approving Settlement forthwith and designate this case as closed.

  
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HONORABLE SHERRI L. SCHWEITZER, J.S.C.

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