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*** Pro Hac Vice**

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CHRISTIAN REID, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

RCN TELECOM SERVICES, LLC;
PATRIOT MEDIA CONSULTING, LLC;
RCN TELECOM SERVICES (LEHIGH), LLC
RCN TELECOM SERVICES OF NEW
YORK, L.P.;
RCN TELECOM SERVICES OF
PHILADELPHIA, LLC;
RCN TELECOM SERVICES OF
ILLINOIS, LLC; and
RCN TELECOM SERVICES OF
MASSACHUSETTS, LLC;
STARPOWER COMMUNICATIONS, LLC;

Defendants.

NEW JERSEY SUPERIOR COURT
MERCER COUNTY

DOCKET NO. MER-L-315-22

JUDGMENT

JUDGMENT

On July 29, 2022, this Court gave final approval to the class settlement and entered its Order Granting Final Approval Of Class Action Settlement (the “Final Approval Order”) and this Notice of Judgment is given by the authority of the Court.

Accordingly, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. Pursuant to the settlement, the Complaint and all claims asserted in this action are DISMISSED WITH PREJUDICE, without fees (including attorneys' fees) or costs to any party except as otherwise provided in the Final Approval Order. All claims of Plaintiff and Settlement Class Members who did not request exclusion, which arise from the claims and facts pleaded in the Complaint, are DISMISSED WITH PREJUDICE and deemed released to the extent specified in the Settlement Agreement. This Judgment does not bind persons who filed timely and valid requests for exclusion. All members of the settlement class, except those listed on **Exhibit A** attached to the Final Approval Order, are bound by this Judgment.

2. The Settlement Class is defined as: All current and former RCN customers in the United States who received internet services from RCN and who were charged and paid a late fee between August 12, 2014 and the date of preliminary approval (March 18, 2022).

3. Fourteen (14) members of the Settlement Class requested to be excluded from the Settlement Class. A list of members who requested exclusion is attached to the Final Approval Order as Exhibit A. Those persons hereby are excluded from the class Settlement.

4. The following claims are released against Defendants and the other Defendant Releasees (as defined in the Settlement Agreement): All claims that were made or could have been made based on the facts alleged in this action arising out of, concerning or related to Defendants' charging of late fees and arising prior to the Settlement Effective Date (as defined in the Settlement Agreement), whether known or unknown, and including, but not limited to, any and all manner of legal, equitable, federal, state, administrative, statutory or common law action or causes of action, suits, claims, debts, liabilities, charges, losses, demands, obligations, guarantees, torts, contracts, agreements, promises, liens, damages of any kind (including liquidated damages and punitive damages), restitution, interest, penalties, attorneys' fees, costs and/or expenses of any kind or nature whatsoever, asserted or unasserted, willful or not willful, intentional or not intentional, fixed or contingent, liquidated or unliquidated, which Reid, the members of the settlement class and the other Settlement Class Releasees (as defined in the Settlement Agreement) now have or ever had against the Defendants and the other Defendant Releasees, arising out of, concerning or related to Defendants' charging of late

fees, or any conduct alleged or that could have been alleged in this action arising out of, concerning or related to Defendants' charging of late fees.

5. Plaintiff Christian Reid and the members of the Settlement Class shall take from their complaint only the relief set forth in the Settlement Agreement and the Final Approval Order.

6. This Court hereby enters a Permanent Injunction barring and enjoining Reid and all settlement class members, to the extent permissible by existing 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 in any way related to the released claims identified in paragraph 4 of this Judgment.

7. Pursuant to the Settlement Agreement, this Court retains jurisdiction over the parties to enforce the terms of the Settlement Agreement, the Final Approval Order and this Judgment.

Dated: August 5, 2022

/s/ Douglas H. Hurd

Hon. Douglas H. Hurd, P.J.Civ.