

<p>CHRISTIAN REID, on behalf of himself and all others similarly situated,,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>RCN TELECOM SERVICES, LLC, et al.,</p> <p style="text-align: center;">Defendant.</p>	<p>SUPERIOR COURT OF NEW JERSEY MERCER COUNTY LAW DIVISION</p> <p>DOCKET NO. MER-L-315-22</p> <p>CLASS ACTION</p>
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**SECOND AMENDED ORDER GRANTING PRELIMINARY
APPROVAL TO PROPOSED CLASS ACTION SETTLEMENT**

This matter having come before the Court upon an unopposed motion by Plaintiff under N.J. Court Rule 4:32-1, et seq. for preliminary approval of a proposed class action settlement, Court approval of a proposed form of the Class Settlement Notice, Court approval of the proposed plan of notice publication, and setting a hearing date for the formal public hearing on whether to grant final approval to the proposed class settlement, and the Court having considered the motion papers, and for good cause shown;

IT IS HEREBY ORDERED this 25th day of April, 2022 as follows:

1. This order supersedes the Court's March 18, 2022 Order Granting Preliminary Approval of Class Action Settlement and the Court's March 23, 2022 Amended Order Granting Preliminary Approval of Class Action Settlement.
2. The Court grants preliminary approval of the proposed class action Settlement as being within the range of potential final approval. All capitalized, defined terms set forth in this Order have the same meaning as that in the parties' Settlement Agreement, dated February 14, 2022 (the "Settlement Agreement").
3. This matter shall preliminarily proceed as a class action, for settlement purposes only, with a Settlement Class defined as follows:

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.

3. For settlement purposes only, the Court preliminarily appoints Plaintiff Christian Reid as the named Class Representative and preliminarily appoints Stephen DeNittis, Esq. of DeNittis Osefchen Prince, P.C. and Daniel Hattis, Esq. of Hattis Law PLLC d/b/a Hattis & Lukacs as Class Counsel.

4. It is apparent from the file and presentation of counsel that the proposed Settlement Class meets the requirements of N.J. Court Rule 4:32-1, et seq. such that class notice should be provided. The Court specifically makes the following findings:

a. The 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 for purposes of the Settlement.

c. Plaintiff's claims and the defenses to such claims are typical of the claims of the Settlement Class Members and the defenses to such claims for purposes of the Settlement.

d. Plaintiff and his counsel can fairly and adequately protect, and have fairly and adequately protected, the interests of the Settlement Class Members in this action with respect to the Settlement.

e. The proposed class action Settlement is superior to all other available methods for fairly and efficiently resolving this action.

5. The Court appoints Kroll Settlement Administration, 1515 Market Street, Suite 1700, Philadelphia, Pennsylvania 19102 as the Settlement Administrator.

1 6. The Court approves the content of the proposed Class Long Form Notice, the
2 Class Email Notice, the Class Postcard Notice, and the Claim Form submitted by Counsel and
3 the proposed manner of notice distribution and claim process set forth in the Settlement
4 Agreement. The Court finds that the manner and content of each of these documents will
5 provide the best notice practicable to the Settlement Class under the circumstances. All costs
6 incurred in connection with the preparation and dissemination of any notices to the Settlement
7 Class shall be borne by Defendants.

9 7. The Court directs the Defendants to provide to the Settlement Administrator
10 within 15 days of this Order: (1) a list of any and all persons whom Defendants' records indicate
11 may be class members and their last known postal and email addresses; and (2) the total amount
12 of late fees paid for broadband Internet service by each class member and information through
13 which the applicable allocated percentage of the settlement for each class member can be
14 calculated.

16 8. The Court further directs that the Settlement Administrator shall disseminate the
17 Class Email Notice and the Class Postcard Notice pursuant to paragraph 5.4 of the Settlement
18 Agreement to all persons whom Defendants' records indicate may be class members, at their last
19 known email address or mailing address, within 30 days of this Order, and that the Settlement
20 Administrator send a Second Email Notice 45 days thereafter.

22 9. Within 25 days of this order the Settlement Administrator shall create a
23 Settlement Website www.RCNLateFeeSettlement.com, which will contain information
24 describing the settlement and will contain the Settlement Agreement, the Claim Form (Exhibit B
25 to Settlement Agreement), the Class Email Notice (Exhibit C to Settlement Agreement), Class
26 Long Form Notice (Exhibit D to Settlement Agreement), the Class Postcard Notice (Exhibit E to
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1 Settlement Agreement), the, Class Counsel' s contact information, and a copy of Plaintiff s
2 operative Complaint. The Class Long Form Notice, Class Email Notice, Class Postcard Notice,
3 and Claim Form shall also be posted by Class Counsel in a prominent location on Class Counsel'
4 s website www.denittislaw.com.

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6 10. Any Person included within the Settlement Class who wishes to be excluded, or to
7 “opt out,” from membership in the Settlement Class must do so in writing by mailing a request
8 for exclusion from the Settlement to the Settlement Administrator. Any such request for
9 exclusion must be post-marked no later than 20 days prior to the final settlement approval
10 Hearing scheduled in this matter. Any Settlement Class Member who has filed an objection to
11 the fairness, reasonableness or adequacy of the Settlement pursuant to paragraph 11 of this Order
12 shall be deemed not to have opted out of the Settlement Class pursuant to this paragraph. In the
13 event and to the extent that the Parties advise the Court that a Settlement Class Member has
14 made a submission to the Court and the Parties which appears to assert both an objection to the
15 fairness, reasonableness or adequacy of the proposed Settlement, and a statement of intent to opt
16 out of the Settlement Class, such Settlement Class Member shall be deemed to have objected to
17 the Settlement. Any request for exclusion that fails to satisfy the requirements of the Settlement
18 Agreement, or is not properly or timely submitted, shall not be effective, and the Person making
19 such a request shall be deemed to have waived all rights to opt out of the Settlement.
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22 11. Any Settlement Class Member who has not timely filed a written request for
23 exclusion from the Settlement Class pursuant to paragraph 10 of this Order may object to the
24 fairness, reasonableness or adequacy of the Settlement. Any member of the Settlement Class
25 who so objects may appear at the final settlement approval Hearing, in person or through
26 counsel, to show cause why the Settlement should not be approved as fair, adequate and
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1 reasonable. Any such objections to the proposed Class Settlement must be submitted to the
2 Clerk, post-marked no later than 20 days prior to the final settlement approval Hearing scheduled
3 in this matter, with a copy also mailed to the Settlement Administrator and to the parties'
4 counsel. Any objection that fails to satisfy the requirements set forth in the Settlement
5 Agreement, or that is not properly and timely submitted, shall not be effective, will not be
6 considered by this Court, and will be deemed waived, and those Settlement Class Members shall
7 be bound by the final determination of this Court.
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9 12. Except for good cause shown, no person (other than the parties and their
10 respective representatives and counsel) may appear or be heard at the final settlement approval
11 Hearing, or file papers, briefs or other submissions regarding the final settlement approval
12 Hearing, unless by 20 days prior to the final settlement approval Hearing, such person or his or
13 her counsel files with the Clerk of this Court and simultaneously serves on counsel for all parties
14 at the addresses set forth in the Settlement Agreement a timely, written notice of request to
15 appear at the final settlement approval Hearing.
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17 13. Pursuant to N.J. Court Rule 4:32-1, et seq., a formal, public hearing on whether to
18 grant final, binding approval to the proposed class action Settlement shall be held on July 29,
19 2022 at the Superior Court of New Jersey, Mercer County, 175 South Broad Street, Trenton,
20 New Jersey 08608 at 9:00am and be conducted via Zoom. Any person wanting to be heard on
21 that date by phone or virtually shall contact Mercer County Civil Case Management for
22 directions on how to appear. During this Hearing, the Court shall determine whether:
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24 a. This action meets each of the prerequisites for class certification set forth
25 in N.J. Court Rule 4:32-1(b), and may properly be maintained as a class action under N.J. Court
26 Rule 4:32-2;
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1 b. The Settlement Agreement should receive final approval as fair,
2 reasonable, adequate, and in the best interests of the Settlement Class, in light of any objections
3 presented by Settlement Class Members and the parties' responses to any such objections;

4 c. An order granting final approval of the Settlement Agreement, entering
5 final judgment and dismissing the Complaint with prejudice, as provided in the Settlement
6 Agreement, should be entered; and

7 d. The applications of Plaintiff's counsel for the payment of attorneys' fees
8 and expenses for, and an incentive award to Plaintiff are reasonable and should be approved.
9 The Hearing may be postponed, adjourned or continued by further order of this Court, without
10 further notice to the parties or the members of the Settlement Class.
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12 14. Any memoranda of law or other documents in support of final approval of the
13 proposed class settlement, copies of any objections or requests for exclusion that have been
14 submitted to class counsel or defense counsel, and an affidavit attesting that class notice has been
15 distributed in a manner consistent with this Order, must be submitted to the Court twelve days
16 prior to the hearing on final approval.
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18 15. If the Settlement Agreement is finally approved, the Court shall enter a separate
19 order finally approving the Settlement Agreement, entering judgment and dismissing Complaint.
20 Such order and judgment shall be fully binding with respect to all members of the Settlement
21 Class.
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23 16. In the event that the proposed Settlement set forth in the Settlement Agreement is
24 not granted final approval by the Court, or in the event that the Settlement Agreement becomes
25 null and void pursuant to any of its other terms or is otherwise not consummated, then the
26 provisions of paragraphs 8.3 through 8.6 of the Settlement Agreement shall be given full effect,
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1 any and all orders entered by the Court in connection with the proposed Settlement shall become
2 null and void, and the Settlement Class defined in paragraph 2 of this Order shall be immediately
3 de-certified without further order of this Court. In such event, all proceedings in this Court
4 related to the proposed Settlement shall be withdrawn without prejudice to the rights of any and
5 all parties thereto, who shall be restored to their respective positions as of the date of the filing of
6 the Complaint, and this action will revert to its status as of that date.
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8 17. Neither the Settlement Agreement, any of its terms or provisions, nor any of the
9 related negotiations or proceedings connected with it shall be construed as an admission or
10 concession by Defendants of the truth of any of the allegations made by Plaintiff, or of any
11 liability, fault or wrongdoing of any kind. Neither the Settlement Agreement nor any submission
12 by any Party in connection with Plaintiff's motions for preliminary or final approval of the
13 Settlement or Plaintiff's application for an award of attorneys' fees, expenses and an incentive
14 award, any appeal from such motions or application, or any related motions or proceedings may
15 be used in this action or in any other proceeding for any purpose other than as specified in the
16 Settlement Agreement.
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18 18. This Court hereby enters a Preliminary Injunction barring and enjoining Plaintiff
19 and all Settlement Class Members, to the extent permissible by existing law, from bringing,
20 filing, commencing, prosecuting (or further prosecuting), maintaining, intervening in,
21 participating in, or receiving any benefits from any other lawsuit, arbitration, or administrative,
22 regulatory, or other proceeding in law or equity that asserts, arises from, concerns, or is in any
23 way related to the released Claims identified in the Settlement Agreement, until such time as this
24 Court has ruled on the fairness of the settlement terms following the final settlement approval
25 Hearing.
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SO ORDERED:

/s/ Douglas H. Hurd
Hon. Douglas H. Hurd, P.J.Cv.