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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

MAR 12 2018

AT 8:30 _____ M
WILLIAM T. WALSH
CLERK

MARGARET KORROW, on behalf
of herself and others similarly situated,

Plaintiff

vs.

AARON'S, INC. and John Does 1-25

Defendant.

Civil Action
No. 3:10-cv-06317
MAS-LHG

ORDER AND JUDGMENT
GRANTING FINAL APPROVAL
OF CLASS ACTION
SETTLEMENT

THIS MATTER having come before the Honorable Lois H. Goodman, U.S.M.J. on DATE, by application for a Final Order and Judgment, pursuant to Federal Rule of Civil Procedure 23(e) and as set forth in the Preliminary Approval Order (ECF No. 190) entered on ^{December 20, 2017,} ~~DATE~~, seeking final approval of a class action settlement, and entry of final judgment dismissing the Complaint in this Action with prejudice ; and the Court having reviewed the submissions on this application, all properly and timely filed objections to the proposed class action settlement, if any, and the parties' responses to such objections, if any, and having held a Fairness Hearing, pursuant to Federal Rule of Civil Procedure 23(e)(2) on ^{3/12/2018} ~~DATE~~ (the "Fairness Hearing"), and having found that they parties are entitled to the relief they seek; and for good cause shown, the Court finds the following:

IT IS on this 12TH day of MARCH, 2018

ORDERED that the application for Final Approval of the proposed settlement is **GRANTED** and the parties are hereby ordered to consummate the settlement according to the terms of the Settlement Agreement and as set forth in this Order (all capitalized terms being defined in the Settlement Agreement unless otherwise specified or defined herein):

1. The Court has jurisdiction over the subject matter of this matter and over all parties hereto pursuant to 28 U.S.C. § 1332(d).

2. With respect to the Settlement Class, the Court finds and concludes 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) Plaintiff and their counsel have fairly and adequately protected the interests of Settlement Class Members throughout this action; and (e) a class action 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 Federal Rule of Civil Procedure 23(a), and may be maintained as a class action under Federal Rule of Civil Procedure 23(b)(3), with Plaintiff representing the following Settlement Class, which the Court hereby certifies for purposes of settlement only:

Those 22,145 natural persons identified on the Class List (as defined the Settlement Agreement) previously provided by Aaron's, Inc., to A.B. Data, Ltd. on December 6, 2016, and updated as provided in this Settlement Agreement to exclude the 17 natural persons excluded from the Litigation by the Court's June 16, 2017 Consent Order Granting Requests for Exclusion from Certified Class (Doc. 179) and the two business entities that were included in the December 6, 2016 list that Aaron's, Inc. provided to A. B. Data, Ltd.

3. Class Notice has been provided in accordance with the Preliminary Approval Order (ECF No. 190). Such Class 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, 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 the Settlement Class is bound by this Order and Judgment.

4. In compliance with the Class Action Fairness Act of 2005, Pub. L. No. 109-2, 119 Stat. 4, notices of the proposed settlement were served on the appropriate federal and state officials.

5. The Settlement Agreement, filed as Exhibit A to ECF No. 190, was arrived at through extensive arm's length negotiations conducted in good faith by counsel for the parties, and is supported by the majority of the Settlement Class.

6. To date, one member of the Settlement Class has requested to be excluded from the Settlement.

7. The Court finds that the Settlement, on the terms and conditions set forth in the Settlement Agreement, filed as Exhibit A to ECF No. 190, is fundamentally fair, reasonable, and adequate, and is in the best interests of the Settlement Class Members, especially in light of the benefits achieved on behalf of them; the risk and delay inherent in litigation; and the limited amount of any potential recovery that could be shared by the Settlement Class Members.

8. The promises and commitments of the parties under the terms of the Settlement Agreement constitute fair value given in exchange for the extinguishment of the Released Claims of the Settlement Class.

9. 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 Aaron's Inc., which in any way relates to the applicability or scope of the Settlement Agreement, the Released Claims or this Order, should be presented exclusively to this Court for resolution; and the parties and each Settlement Class Member have submitted to the jurisdiction of this Court for resolution of any such dispute, except that the Settlement Class Members may, for themselves, their heirs, successors and assigns from, raise any legal claim, including any Released Claim, in defense to an action in any venue to collect any alleged debt by Aaron's, Inc. or any person or entity to whom Aaron's may have assigned the alleged debt, related to an agreement entered into at an Aaron's corporate store in New Jersey from March 16, 2006 to March 31, 2011.

10. The Court has not received any objections to the Settlement,

*and counsel Raining
represented no objections
were received.*

11. The Court has considered the Settlement Agreement, the brief and declarations submitted in support of it, the accompanying documents and the record.

12. Thomas Bell, who submitted a request to be excluded from the Settlement Class, is hereby excluded from the Settlement Class.

13. The Court, after careful review of the time entries and rates and expenses, including the costs of the prior Class Notice and Settlement



Administration requested by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law governing attorneys' fees awards as a percentage of a common fund and a lodestar cross check, hereby awards Class Counsel, The Wolf Law Firm, LLC, by Andrew R. Wolf and Henry P. Wolfe; Williams Cuker Berezofsky, LLC, by Mark R. Cuker and Michael J. Quirk; and The Law Office of Christopher J. McGinn, by Christopher J. McGinn, a total of \$1,923,333.33, as reasonable attorneys' fees and costs. Pursuant to the Settlement Agreement, the payment of the amount awarded for Attorneys' Fees and Costs shall be made by the Settlement Administrator via wire transfer or check made payable to The Wolf Law Firm, LLC, delivered to Andrew Wolf, Esq. at the firm's North Brunswick office the same day that checks are initially mailed to Settlement Class Members. The amount of attorneys' fees and costs awarded herein and to be paid to Settlement Class Counsel does not include any attorneys' fees and costs, which may be incurred in enforcing any breach of this agreement.

14. The Court hereby awards Class Representative Margaret Korrow \$10,000.00 in recognition of her efforts on behalf of the Settlement and Settlement Class Members, to be paid from the Settlement Fund by the Settlement Administrator no later than five (5) days after the Settlement Fund is established in recognition of her efforts on behalf of the Settlement and Settlement Class Members, as set forth in the Settlement Agreement.

15. The terms of the Settlement Agreement are hereby approved by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement Agreement in accordance with this Order and the terms of the Settlement Agreement, including but not limited to establishing the Settlement Fund and making payments to the members of the Settlement Class.

16. Upon the Effective Date, Plaintiff, for herself, her heirs, successors and assigns, shall and will have released, relinquished, remised, acquitted, and forever discharged the Aaron's Released Parties as definedⁱⁿ the Settlement Agreement of and from any and all claims, counterclaims, remedies, liabilities, debts, demands, costs, expenses, attorneys' fees, set-offs, and third party actions of any kind whatsoever, including all claims for declaratory relief, injunctive relief, statutory damages, punitive damages, and liquidated damages, whether known or unknown, matured or un-matured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued, based on any federal, state, or local law, statute, regulation, or common law, arising out of, or in any way connected to, the claims that were made or could have been made in the Complaint, concerning the subject matter of the Complaint including but not limited to any and all claims relating to Defendant's alleged violations of the Truth-in-Consumer Contract, Warranty, and Notice Act, N.J.S.A. § 56:12-14 et seq. ("TCCWNA"), the Consumer Fraud Act, N.J.S.A. § 56:8-1, et seq. ("CFA"), the Retail Installment Sales Act, N.J.S.A. § 17:16C-1, et seq. ("RISA"),

and the New Jersey Uniform Commercial Code (“NJUCC”), Article 2A, N.J.S.A. § 12A:2A-101, et seq.

17. Upon the Effective Date, the Settlement Class Members other than Plaintiff, for themselves, their heirs, successors and assigns, shall and will have released, relinquished, remised, acquitted, and forever discharged the Aaron’s Released Parties as defined^M the Settlement Agreement of and from any and all claims, counterclaims, remedies, liabilities, debts, demands, costs, expenses, attorneys’ fees, set-offs, and third party actions of any kind whatsoever, including all claims for declaratory relief, injunctive relief, statutory damages, punitive damages, and liquidated damages, whether known or unknown, matured or un-matured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued, based on any federal, state, or local law, statute, regulation, or common law, arising out of, or in any way connected to, the claims that were made or could have been made in the Complaint concerning the subject matter of the Complaint including, but not limited to, any and all such claims relating to Defendants’ alleged violations of the TCCWNA, CFA, RISA, and NJUCC but only as any claim is related to an agreement that the Settlement Class Member entered into at a New Jersey store owned by Aaron’s, Inc. during the period from March 16, 2006 to March 31, 2011. This release does not limit the Settlement Class Members for themselves, their heirs, successors and assigns from raising any legal claim, including any released claim,

in defense to an action to collect any alleged debt by Aaron's, Inc. or any person or entity to whom Aaron's may have assigned the alleged debt.

18. Upon the Effective Date, the Aaron's Released Parties as defined in the Settlement Agreement shall and will have released, relinquished, remised, acquitted, and forever discharged Margaret Korrow and her heirs, successors and assigns, of and from any and all claims counterclaims, remedies, liabilities, debts, demands, costs, expenses, attorneys' fees, set-offs, and third party actions of any kind whatsoever, including all claims for declaratory relief, injunctive relief, statutory damages, punitive damages, and liquidated damages, whether known or unknown, matured or un-matured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued, based on any federal, state, or local law, statute, regulation, or common law, including but not limited to any claims arising out of, or in any way connected to, the claims that were made or could have been made in the Counterclaim and claims concerning any other agreement entered into between Plaintiff and Defendant on or before the date of execution of this Settlement Agreement.

19. Each Settlement Class Member and Aaron's, Inc. shall be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in, any action in this or any other forum (other than participation in the Settlement as provided for in this Settlement Agreement) in which any of the Released Claims are asserted.

20. Final Judgment of dismissal with prejudice of the Plaintiff's Class Action Complaint and Aaron's Counterclaims against Plaintiff is hereby entered in this action, consistent with the terms of the Settlement Agreement. This Judgment shall be final, binding, and with prejudice as to the Released Claims and shall be preclusive of any further litigation of any Released Claims by Plaintiff, any other Settlement Class Member and Aaron's, Inc. respectively, except for enforcement of litigants' rights as to the performance of this Settlement Agreement or as set forth above including but not limited to ¶9.

21. Without affecting the finality of the judgment entered pursuant to this Order, this Court retains exclusive and continuing jurisdiction of the action and all parties to interpret and enforce the terms, conditions and obligations of this Settlement Agreement.

IT IS SO ORDERED.

Dated: 3/12/18


HON. LOIS H. GOODMAN
UNITED STATES MAGISTRATE JUDGE