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Attorneys for Plaintiff Ellen Baskin and the Class

ELLEN BASKIN, KATHLEEN O’SHEA and
SANDEEP TRISAL, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

P.C. RICHARD & SON, LLC (d/b/a P.C.
Richard & Son) and P.C. RICHARD & SON,
INC. (d/b/a P.C. Richard & Son),

Defendants.

SUPERIOR COURT OF NEW JERSEY
OCEAN COUNTY – LAW DIVISION

DOCKET NO. OCN-L-000911-18

Civil Action

**ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND SCHEDULING
FAIRNESS (FINAL APPROVAL) HEARING**

The Court has received the Stipulated Settlement Agreement and Release (hereinafter sometimes referred to as “Settlement” or “Agreement”) entered into between plaintiff Ellen Baskin (“Baskin” or “Plaintiff”) and defendants P.C. Richard & Son, LLC and P.C. Richard & Son, Inc. (collectively “P.C. Richard” or “Defendants”).

After reviewing the Agreement and other documents filed in support of the Motion For Preliminary Approval Of Class Action Settlement, and having considered the arguments by the

respective parties, THE COURT HEREBY ORDERS THE FOLLOWING:¹

1. The Court hereby grants preliminary approval of the proposed Settlement upon the terms and conditions set forth in the Agreement. The Court preliminarily finds that the terms of the proposed Settlement are fair, adequate and reasonable and comply with Rules 4:32-1 and 4:32-2.

2. The Court orders that the following Settlement Class is preliminarily certified for settlement purposes only: All consumers who engaged in a sale or transaction using an American Express (“AmEx”) credit or debit card at any P.C. Richard & Son store within the United States at any time during the period November 12, 2015 through August 18, 2016 and were provided an electronically printed receipt at the point of the sale or transaction, on which receipt was printed the expiration date of the consumer's AmEx credit card or debit card.

3. The Court finds that, for purposes of the Settlement, the above-defined Settlement Class meets all of the requirements for class certification. The Court further finds that, for purposes of the Settlement, the requirements of Rules 4:32-1 and 4:32-2 are satisfied and that (a) the Settlement Class is ascertainable, (b) the members of the Settlement Class are so numerous that joinder is impracticable, (c) there are questions of law and fact common to the Settlement Class members which predominate over any individual questions, (d) the representative Plaintiff's claims are typical of the claims of the Settlement Class members, (e) the Class Representative and Class Counsel have fairly, adequately, reasonably and competently represented and protected the interests of the Settlement Class throughout the litigation, including appeals, and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

¹ Capitalized terms in this Order shall have the same meanings as in the Agreement, unless indicated otherwise.

4. The Court appoints plaintiff Ellen Baskin as the Class Representative for the Settlement Class.

5. The Court appoints Chant Yedalian of Chant & Company A Professional Law Corporation, Bruce D. Greenberg of Lite DePalma Greenberg & Afanador, LLC, and Charles J. LaDuca and Peter Gil-Montllor of Cuneo Gilbert & LaDuca, LLP as Class Counsel for the Settlement Class.

6. The Court appoints Atticus Administration, LLC as the Settlement Administrator.

7. The Court preliminarily finds that the Settlement is the product of serious, informed, non-collusive negotiations conducted at arm's-length by the Parties and with the assistance of mediator Honorable Arlander Keys (Ret.) through two mediations. In making these preliminary findings, the Court considered, among other factors, the potential statutory damages claimed in the lawsuit on behalf of Plaintiff and members of the Settlement Class, Defendants' potential liability, the risks of continued litigation including trial outcome, delay and potential appeals, the substantial benefits available to the Settlement Class as a result of the Settlement, and the fact that the proposed Settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court further preliminarily finds that the terms of the Settlement have no obvious deficiencies and do not improperly grant preferential treatment to any individual member of the Settlement Class.

8. The Court approves the proposed manner of the notice of Settlement set forth in the Agreement. The Court also approves of the Claim Form-R, Short-Form Claim Form, Mailed Notice A, Mailed Notice P, Email Notice A, Email Notice P, Targeted Internet Notice, and Full Notice, attached to the Agreement as Exhibits A through H, respectively.

9. The Court finds that the proposed manner of the notice of Settlement set forth in

the Agreement, and Exhibits A through H, which the Court approves of, as set forth in paragraph 8, above, constitutes the best notice practicable under the circumstances and is in full compliance with the United States Constitution, the New Jersey Constitution, Rules 4:32-1 and 4:32-2, and the requirements of due process. The Court further finds that the notice fully and accurately informs Settlement Class members of all material elements of the lawsuit and proposed class action Settlement, of each member's right to be excluded from the Settlement, and each member's right and opportunity to object to the proposed class action Settlement and be heard at the fairness (final approval) hearing.

10. Settlement Class members will have until sixty (60) calendar days from the first date of posting the Full Notice to the Settlement Class on the Settlement Website, to exclude themselves from the Settlement (the "Opt-Out Deadline"). Settlement Class members may opt out by timely sending a written request to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The written request must include the Settlement Class member's name, address, telephone number, and signature, and a statement requesting that the Settlement Class member be excluded as a Class member from *Baskin, et al. v. P.C. Richard & Son, LLC, et al.*, Docket No. OCN-L-000911-18. The Settlement Administrator shall promptly provide a copy of any opt-out request to counsel for each of the Parties. Settlement Class members who timely opt out of the Settlement: (a) will not be a part of the Settlement; (b) will have no right to receive any benefits under the Settlement; (c) will not be bound by the terms of the Settlement; and (d) will not have any right to object to the terms of the Settlement or be heard at the fairness (final approval) hearing.

11. Any Settlement Class member, on his or her own, or through an attorney hired at his or her own expense, may object to the terms of the Settlement. Any such objection must be

mailed to the Settlement Administrator. To be effective, any such objection must be in writing and include the contents described in paragraph 13 below, and must be mailed and postmarked no later than thirty (30) days before the date of the fairness hearing. Any objections not raised properly and timely will be waived. The Settlement Administrator shall promptly provide a copy of any such objection to counsel for each of the Parties.

12. Any Settlement Class member, on his or her own, or through an attorney hired at his or her own expense, may object to Class Counsel's motion for an award of attorneys' fees and costs and/or the Class Representative's motion for an incentive (or service) award. Such motion will be filed and posted on the Settlement Website no later than sixty (60) calendar days before the date of the fairness hearing. Any objection must be mailed to the Settlement Administrator. To be effective, any such objection must be in writing and include the contents described in paragraph 13 below, and must be mailed and postmarked no later than thirty (30) days before the date of the fairness hearing. Any objections not raised properly and timely will be waived. The Settlement Administrator shall promptly provide a copy of any such objection to counsel for each of the Parties.

13. To be effective, any objection described in paragraph 11 or paragraph 12 above must contain all of the following information:

A. A reference at the beginning to this matter, *Baskin, et al. v. P.C. Richard & Son, LLC, et al.*, Docket No. OCN-L-000911-18.

B. The objector's full name, address, and telephone number.

C. Proof of Settlement Class membership consisting of the original or a copy of either: (1) a valid Claim Number assigned to the cardholder in this matter that begins with the letter A; (2) a valid Notice Number assigned to the cardholder in this matter that begins with the

letter P together with proof that the cardholder used his or her own personal AmEx credit or debit card for one or more of the subject transactions at P.C. Richard during the period November 12, 2015 through August 18, 2016; or (3) the cardholder's receipt that contains the expiration date of cardholder's credit or debit card and shows that cardholder made a transaction at any P.C. Richard store at any time during the period November 12, 2015 through August 18, 2016, together with proof that that cardholder used his or her personal AmEx credit or debit card for one or more of the subject transactions.

D. A written statement of all grounds for the objection, accompanied by any legal support for such objection.

E. Copies of any papers, briefs, or other documents upon which the objection is based.

F. A statement of whether the objector intends to appear at the fairness hearing. If the objector intends to appear at the fairness hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear at the fairness hearing.

G. Regarding any counsel who represents the objector or has a financial interest in the objection: (1) a list of cases in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years, and (2) a copy of any orders concerning a ruling upon counsel's or the firm's prior objections that were issued by the trial and/or appellate courts in each listed case.

H. A statement by the objector under oath that: (1) he or she has read the objection in its entirety, (2) he or she is a member of the Settlement Class, (3) states the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, (4) identifies the caption of each case in

which the objector has made such objection, and (5) attaches any orders concerning a ruling upon the objector's prior such objections that were issued by the trial and/or appellate courts in each listed case.

14. By this Order, all Settlement Class members, unless and until they have timely excluded themselves from the Settlement as set forth in this Order, are hereby enjoined from filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant, or class member in, any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction that concerns any claim(s) or cause(s) of action arising out of the facts alleged in Plaintiff's Complaint or which is otherwise covered within the scope of the Release by the Settlement Class set forth in paragraph 11 of the Agreement.

15. Class Counsel's motion for an award of attorneys' fees and costs shall be filed no later than sixty (60) calendar days before the date of the fairness hearing.

16. The Court will hold a fairness (final approval) hearing on August 20, 2024, at 1:30 pm[a.m.] [p.m.], to consider the fairness, reasonableness and adequacy of the proposed Settlement as well as the award of attorneys' fees and costs to Class Counsel and incentive (or service) award to the Class Representative. The Court reserves the right to adjourn or continue the fairness (final approval) hearing without further notice to the Settlement Class members.

IT IS SO ORDERED.

Dated: 5/10/2024

By: 

Valter H. Must, J.S.C.

This Motion was:

Opposed

Unopposed