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Attorneys for Plaintiff Rodolfo Hernandez and the Settlement Class

FILED

SEP 12 2013

Judge Vincent LeBlon

RODOLFO HERNANDEZ, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

ENHANCED RECOVERY COMPANY, LLC,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MIDDLESEX COUNTY

Docket No. MID-L-002640-12

Civil Action

**ORDER GRANTING PRELIMINARY
APPROVAL OF PROPOSED CLASS
ACTION SETTLEMENT; SETTING DATE
FOR FINAL FAIRNESS HEARING; AND
AUTHORIZING NOTICE OF PROPOSED
SETTLEMENT AND HEARING**

THIS MATTER having been opened before the Court on a motion for preliminary approval of the proposed Settlement Agreement between the parties, for provisional certification of the Settlement Class, for appointment of Class Counsel and Class Representative, to schedule a Final Fairness Hearing, and to authorize the parties to provide Notice of the proposed settlement and Final Fairness Hearing to the Settlement Class Members; and

THE PARTIES having been represented by their respective legal counsel; and

THE COURT having read and considered the Settlement Agreement and other papers submitted jointly by counsel, having reviewed and considered the briefs and declarations submitted in support of the motion, the oral arguments of counsel presented to the Court, if any, and all papers filed and proceedings had herein; and for good cause appearing;

THE COURT hereby finds as follows:

1. This litigation was commenced in this Court by Plaintiff, as a class action against Defendant Enhanced Recovery Company, LLC.

2. A class action is an appropriate method for resolving the disputes in this litigation.

3. The Court has jurisdiction over the subject matter of this matter and over all parties hereto.

4. In the Complaint, Plaintiff alleges that Defendant violated the federal Fair Debt Collection Practices Act ("FDCPA"), 15 *U.S.C.* §1692 *et seq.*, when it sent a form collection letter to Plaintiff and members of the Settlement Class.

5. Defendant has denied any and all liability alleged in the Complaint.

6. As a result of arm's-length negotiations and exchanges of written discovery between Class Counsel and Defendant's counsel, the Parties reached a settlement that provides, among other relief, monetary relief to the Settlement Class Members.

7. The parties now request provisional certification of the Settlement Class pursuant to *R.* 4:32-1(b)(1) and/or *R.* 4:32-1(b)(3) and preliminary approval of the Settlement Agreement.

8. The Settlement Class satisfies the prerequisites for class certification under *R.* 4:32-1 in that:

- a. the members of the Settlement Class, as defined below, are so numerous that joinder of all members is impracticable; and
- b. there are questions of law and fact common to the Settlement Class; and
- c. the claims of the Class Representative (appointed below) are typical of the claims of the Settlement Class; and

- d. the Class Representative fairly and adequately represents the interests of the Settlement Class and there are no conflicts of interest between the Class Representative and the Settlement Class; and
- e. questions of law and fact common to the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and
- f. certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of this controversy.

9. For the purpose of this settlement only, the requirements of *R. 4:32-1* are preliminarily deemed satisfied.

10. The Settlement Agreement provides, in part, for Defendant to:

- a. establish a class settlement fund in the amount of \$38,700, to be distributed among Settlement Class members who submit claim forms up to a maximum of \$100 each
- b. separately pay Plaintiff's reasonable counsel fees, costs and expenses, subject to approval by the Court;
- c. separately pay Plaintiff the total sum of \$2,000.00, which amount includes an incentive payment for his services to the Settlement Class; and
- d. separately pay the costs of administration of the settlement and Notice to the Settlement Class, as specified more fully in the Settlement Agreement.
- e. pay a *cy pres* award to Central Jersey Legal Services in the amount of any funds remaining in the settlement fund due to uncashed checks; and
- f. pay a *cy pres* to Central Jersey Legal Services in the amount of any other money remaining in the settlement fund after distribution unless fewer than 350 of the 2,580 Settlement Class members (approximately 13.5%) submit claim forms.

11. Plaintiff Rodolfo Hernandez fairly and adequately represents and will protect the interests of the Settlement Class.

12. The parties have agreed to Strategic Claims Services, Inc. as the Settlement Administrator.

13. Pursuant to the Settlement Agreement, Defendant has already provided Class Counsel with certified answers to interrogatories confirming the size of the Class ²⁵⁸⁰ (269 persons) as well as Defendant's net worth. (1)

14. The Court finds that the mailing and distribution of the Settlement Class Notice attached hereto as *Exhibit A* in the manner set forth herein and the Settlement Agreement is the best notice practicable under the circumstances, consistent with Due Process of law, and constitutes due and sufficient notice of this Order to all persons entitled thereto and is in full compliance with the requirements of R. 4:32-1.

15. The proposed settlement, on the terms and conditions set forth in the Settlement Agreement is fundamentally fair, reasonable, 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, given the number of potential members and the cap on liability to the class provided for in 15 U.S.C. §1692k(a)(2)(B); and, therefore

IT IS on this 12th day of September, 2013,

ORDERED as follows:

16. The motion for preliminary approval of the proposed class action settlement is hereby GRANTED.

17. The parties shall comply with the schedule as set forth in this Order and according to the terms of the Settlement Agreement.

18. Pursuant to *R. 4:32-1(b)(1)* and *R. 4:32-1(b)(3)*, the following Settlement Class is hereby certified for purposes of settlement:

All New Jersey consumers who at any time during the period beginning on April 13, 2011 and ending on February 18, 2012 were sent initial collection letters from ERC or on ERC letterhead to collect a debt allegedly owed to Verizon Wireless where the letter demanded an amount due for collection fees.

Specifically excluded from the Settlement Class are any judges presiding over this action and members of their immediate families.

19. Plaintiff Rodolfo Hernandez is hereby approved and appointed as Class Representative.

20. Strategic Claims Services, Inc. is hereby approved and appointed as the Settlement Administrator.

21. The Settlement Administrator shall be responsible for administering the Settlement according to the terms set forth in the Settlement Agreement and as Ordered herein;

22. Pursuant to *R. 4:32-1*, the Court hereby appoints Andrew R. Wolf, Esq., Henry P. Wolfe, Esq., Daniel I. Rubin, Esq., and Aaron Mizrahi, Esq. of The Wolf Law Firm LLC as Settlement Class Counsel.

23. No later than five (5) days after the entry of this order, Defendant shall provide the Settlement Administrator with the electronic database containing the identifying information of Settlement Class Members.

24. The costs of administering the settlement, including but not limited to, printing the Settlement Class Notice, updating the database and mailing the Settlement Class Notice and, thereafter, issuing and mailing the settlement checks, shall be paid exclusively by Defendant,

and such payment shall not reduce or diminish in any way Defendant's obligations to the Settlement Class as identified in the Settlement Agreement.

25. The Settlement Administrator shall cause the Settlement Class Notice in substantially the same form as *Exhibit A* to the Settlement Agreement to be postmarked and mailed to all Settlement Class members in accordance with the terms of the Settlement Agreement, no later than fourteen (14) days after the entry of this Order. Assuming this Order is entered on its original return date of September 12, 2013, the mailing shall be completed by September 26, 2013.

26. In accordance with the Settlement Agreement, the Settlement Administrator shall update the addresses of Settlement Class Members by means of the National Change of Address Databank maintained by the United States Postal Service prior to the initial mailing of the Settlement Class Notice and shall update the addresses by other reasonable, cost-efficient methods available to the Settlement Administrator only after receipt of returned undeliverable mailed Settlement Class Notices. Other reasonable methods include the use of social security numbers and public records databases.

27. Any Settlement Class Member may elect to be excluded from the settlement and from the Settlement Class by excluding him/herself from the Settlement Class. A Settlement Class Member who desires to exclude him/herself from the Settlement Class must submit a signed Request for Exclusion, including their name(s) and a statement requesting exclusion, to the Settlement Administrator at the address set forth in the Settlement Class Notice such that the request is received by the Settlement Administrator, no later than thirty-five (35) days after the date the Notices are mailed. Assuming this Order is entered on its original return date of

September 12, 2013, all requests for exclusion must be received no later than 5:00PM Eastern Time on October 31, 2013.

28. No later than five (5) days after the deadline for exclusions, the Settlement Administrator shall ~~file~~ ^{provide} to all counsel a list of Settlement Class Members who have timely requested exclusion as well as an affidavit to be filed with the Court setting forth notice and exclusion statistics as described in the Settlement Agreement.

29. All those who submit valid and timely Requests for Exclusion shall have no rights under the Settlement Agreement and shall not be afforded any of the relief described in the Settlement Agreement.

30. All Settlement Class Members who do not submit valid and timely Requests for Exclusion shall be bound by the terms of the Settlement Agreement and any and all judgments and Orders entered by the Court in connection with the settlement, whether favorable or unfavorable to the Settlement Class.

31. On November 18, 2013 at 9:00, a.m. (the parties having requested a hearing date during the week of November 18, 2013) before the undersigned in Courtroom 203 of the Superior Court of New Jersey, Middlesex County Courthouse, New Brunswick, New Jersey, a Final Fairness Hearing shall be held before this Court on the proposed settlement, including whether or not to:

- a. grant final approval to the settlement as fair, reasonable, and adequate and issue an Order dismissing the Complaint with prejudice;
- b. decide the amount of reasonable attorney's fees and costs to be awarded to Class Counsel; and
- c. approve the incentive award to Plaintiff.

This hearing may be adjourned from time to time without further or prior notice by oral announcement by the Court or by written order.

32. Class Counsel shall file and serve its application for attorney's fees and expenses no later than seven (7) days prior to the date of the Final Fairness Hearing.

33. Any Settlement Class Member may appear at the aforementioned Fairness Hearing, in person or through counsel (at the Settlement Class Member's own expense), and be heard in support of or in opposition to the fairness, reasonableness and adequacy of the proposed settlement, award of counsel fees, reimbursement of costs and expenses, and Class Representative incentive payment. However, no person shall be heard in opposition to the proposed settlement or the award, and no paper or brief submitted by such person shall be received or considered by the Court, unless such person has timely filed a written objection with the Court and has sent a copy of that written objection to Class Counsel and Defendant's counsel in the manner set forth in the Settlement Class Notice; and

34. In addition to any requirements set forth in the Settlement Class Notice, to be effective, a written objection must contain:

- a. a concise statement of each objection being made;
- b. a detailed description of the facts underlying each objection;
- c. a detailed description of the legal authorities underlying each objection;
- d. a statement of whether the objector intends to appear at the Final Fairness Hearing;
- e. a list of witnesses whom the objector may call by live testimony, oral deposition testimony or affidavit during the Final Fairness Hearing; and
- f. a list of exhibits which the objector may offer during the Fairness Hearing, along with copies of all of the exhibits.

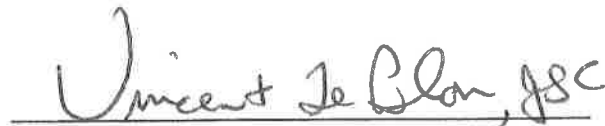
The written objection must be received by the Court, Class Counsel and Defendant's counsel no later than thirty-five (35) days after the date the Notices are mailed. Assuming this Order is entered on its original return date of September 12, 2013, all written objections must be received no later than 5:00PM Eastern Time on October 31, 2013.

35. Objections not conforming to the requirements set forth herein and in the Settlement Class Notice shall be stricken and shall not be considered or heard by this Court.

36. Any Settlement Class Member who excludes him/herself from the Settlement Class cannot formally object to the terms of the settlement.

37. In the event that the Settlement Agreement is not approved by the Court, or if approval of the Settlement Agreement, including the entry of this Order or the Final Approval Order and Judgment, is reversed or modified on appeal (except for the modification of any attorney's fee award), or any one of the conditions precedent set forth in the Settlement Agreement is not met, then this Order and the Final Approval Order and Judgment, including, but not limited to, the conditional class certification entered to effectuate the Settlement Agreement, and all findings of fact and conclusions of law therein, shall be automatically dissolved *ab initio* and become null and void and of no force and effect, without further Order of the Court, and in such event all of Defendant's *status quo ante* rights to, among other things, oppose any subsequent efforts by the Plaintiff to certify this action as a class action, and all other defenses, rights, and positions shall in all respects be unaffected and preserved, as shall those rights of Plaintiff and each of the Settlement Class Members; and it is

FURTHER ORDERED that a copy of this Order shall be served upon all counsel of record within seven (7) days hereof.



VINCENT Le BLON, J.S.C.

unopposed

HONORABLE VINCENT LE BLON, J.S.C.

() Opposed
(✓) Unopposed

EXHIBIT A

ORDER GRANTING PRELIMINARY APPROVAL
Hernandez, Rodolfo vs. Enhanced Recovery Company, LLC et als.
Docket No. MID-L-002640-12

Notice of Proposed Class Action Settlement & Final Fairness Hearing

Hernandez v. Enhanced Recovery Company, LLC
Superior Court of New Jersey, Law Division, Middlesex County
Docket No. MID-L-002640-12

This notice is authorized by the Superior Court of New Jersey.
This is not a solicitation. Do not be alarmed. You are NOT being sued.

If you received an initial collection letter from Enhanced Recovery Company, LLC between April 13, 2011 and February 18, 2012, seeking to collect a debt allegedly owed to Verizon Wireless™ and including a demand for collection fees, you may be entitled to payment under a proposed class action settlement.

You must sign and return the enclosed Claim Form by [DATE] to receive a payment.

This notice is to inform you of a proposed class action settlement in a lawsuit against Enhanced Recovery Company, LLC ("ERC") alleging that ERC's initial collection letters violated the Fair Debt Collection Practices Act (15 U.S.C. §1692 et seq.), a federal law.

Under the proposed settlement, certain consumers who received initial collection letters from ERC ("Settlement Class Members") will each receive between \$15.00 and \$100.00 in cash depending on how many claim forms are timely submitted. This notice was sent to you because you were identified as a Settlement Class Member. You must sign and return the enclosed Claim Form by [DATE] to receive a payment.

This notice summarizes the claims made in the lawsuit, describes the proposed settlement and informs you of your rights. Your legal rights are affected whether or not you act. Please read this notice carefully.

YOUR LEGAL RIGHTS & OPTIONS REGARDING THE PROPOSED SETTLEMENT

Do nothing:	<i>Remain in the Settlement Class and receive no payment. You will not be able to bring any other claims against ERC for issues arising from or relating to the legal claims in this case.</i>
Submit Claim Form by [DATE]:	<i>Remain in the Settlement Class and receive a payment of between \$15 and \$100 depending upon how many claim forms are timely received by the Settlement Administrator. You will not be able to bring any other claims against ERC for issues arising from or relating to the legal claims in this case.</i>
Exclude yourself (opt out):	<i>Get no payment. Excluding yourself (opting out) is the only option that allows you to ever be part of any other lawsuit against ERC regarding the legal claims in this case.</i>
Object:	<i>Write to the Court about why you think the proposed settlement is or is not fair.</i>
Go to a hearing:	<i>Ask to speak in Court about why you think the proposed settlement is or is not fair.</i>

These options—and the deadlines to exercise them—are explained further in this notice.

The Court in charge of this case still has to decide whether or not to approve the settlement. Payments will be made only if you timely submit a Claim Form and only if the Court approves the proposed settlement and only after any appeals, if any, are resolved. Therefore, please be patient.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. WHAT IS A CLASS ACTION AND WHO IS INVOLVED? 3
2. WHAT IS THIS LAWSUIT ABOUT? 3
3. WHY DID I GET THIS NOTICE? 3
4. WHY IS THERE A SETTLEMENT? 3
5. WHO IS IN THE SETTLEMENT CLASS? 3
6. HAS THE COURT DECIDED WHO IS RIGHT? 3
7. WHO REPRESENTS THE SETTLEMENT CLASS IN THIS CASE? 3

THE TERMS OF THE PROPOSED SETTLEMENT

8. WHAT IS THE PROPOSED SETTLEMENT? 4
9. WHAT CLAIMS AM I RELEASING IF I REMAIN IN THE SETTLEMENT CLASS? 4

YOUR RIGHTS REGARDING THE PROPOSED SETTLEMENT

10. HOW DO I PARTICIPATE IN THE FINAL SETTLEMENT? 5
11. HOW CAN I EXCLUDE MYSELF FROM (OPT OUT OF) THE SETTLEMENT CLASS? 5
12. WHAT IF I OBJECT TO THE TERMS OF THE PROPOSED SETTLEMENT? 5
13. IS THERE A DIFFERENCE BETWEEN OBJECTING TO THE PROPOSED SETTLEMENT
AND EXCLUDING MYSELF FROM (OPTING OUT OF) THE SETTLEMENT CLASS? 6
14. WHAT WILL HAPPEN AT THE FINAL FAIRNESS HEARING? 6

ADDITIONAL INFORMATION

15. WHERE CAN I GET MORE DETAILS ABOUT THE CASE? 6
16. WHAT IF MY ADDRESS OR PHONE NUMBER CHANGES? 6

BASIC INFORMATION

1. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, a person ("Class Representative") sues on behalf of others who have the same claims. People with the same claims are called "Class Members", or collectively, a "Class". Because everyone in the Class has the same claims against the party being sued, one court can resolve the issues for everyone in the Class, except those who choose to exclude themselves from the Class. In this case, Rodolfo Hernandez is the Class Representative.

2. WHAT IS THIS LAWSUIT ABOUT?

Mr. Hernandez filed a lawsuit alleging that Enhanced Recovery Company, LLC ("ERC") sent initial collection letters to New Jersey consumers that violated the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. §1692 et seq., a federal law.

Specifically, Mr. Hernandez alleged that he received an initial collection letter from ERC (or on ERC letterhead), seeking to collect a debt allegedly owed to Celco Partnership d/b/a Verizon Wireless™ ("VZW"), that demanded collection fees in violation of the FDCPA.

ERC has denied all allegations in the lawsuit and maintains that it did nothing wrong.

3. WHY DID I GET THIS NOTICE?

You received this Notice because ERC's records show that you received an initial collection letter from ERC (or on ERC letterhead), seeking to collect a debt allegedly owed to VZW, that demanded a collection fee.

4. WHY IS THERE A SETTLEMENT?

The Class Representative and ERC agreed to a settlement in order to avoid the expense of a trial and possible appeals, and to ensure that the affected individuals will receive compensation. The Class Representative and the attorneys appointed by the Court to serve as Class Counsel believe that the proposed settlement is in the best interest of all Settlement Class Members. By settling this lawsuit, ERC does not admit any wrongdoing.

5. WHO IS IN THE SETTLEMENT CLASS?

The "Settlement Class" includes all persons who received initial collection letters at an address in New Jersey from ERC (or on ERC letterhead) between April 13, 2011 and February 18, 2012, seeking to collect debts allegedly owed to VZW and demanding collection fees ("Settlement Class Members").

The Settlement Class specifically excludes any judges and/or mediators presiding over the litigation and any member of their immediate families.

ERC has confirmed that there are 2580 Settlement Class Members, not including the Settlement Class Representative.

6. HAS THE COURT DECIDED WHO IS RIGHT?

No. The Court has not yet made any determination as to which party is right.

7. WHO REPRESENTS THE SETTLEMENT CLASS IN THIS CASE?

The proposed settlement provides that Andrew R. Wolf, Esq., Henry P. Wolfe, Esq., Daniel I. Rubin, Esq. and Aaron Mizrahi, Esq. of The Wolf Law Firm LLC are qualified to represent all Settlement Class Members, and that the Court should appoint them as "Class Counsel".

These attorneys are experienced in representing class members in class action lawsuits and class action settlements. You will not be charged for the services they provide on behalf of the Settlement Class. You may choose to have your own attorney represent you in this matter; however, if you want to be represented by your own attorney, you will be responsible for paying his/her fees. Class Counsel's contact information is as follows:

THE WOLF LAW FIRM LLC
1520 U.S. Highway 130, Suite 101
North Brunswick, New Jersey 08902
Telephone: (732)798-8055 | Facsimile: (732) 545-1030
E-mail: info@wolflawfirm.net

THE TERMS OF THE PROPOSED SETTLEMENT

8. WHAT IS THE PROPOSED SETTLEMENT?

In exchange for releasing certain claims against ERC (see Question 9 below for a description of the released claims), all Settlement Class Members will receive the settlement benefits described below.

Payments to Settlement Class Members

To resolve claims of all Settlement Class Members, ERC agreed to pay a total of 0.70% of its net worth as of December 31, 2011. ERC will pay a total of \$38,700 to the Settlement Class as a whole.

Assuming the Court approves the proposed settlement at the Final Fairness Hearing, within 14 days after that final approval, ERC will deposit \$38,700 into a non-interest-bearing escrow account established and maintained by the Settlement Administrator (the "Settlement Fund"), from which payments will be issued to Settlement Class Members.

If all of the 2,580 Settlement Class Members remain in the Settlement Class and timely submit a claim form, each Settlement Class Member other than the Settlement Class Representative shall receive a relief check in the amount of \$15. If less than all of the 2,560 Settlement Class Members submit a claim form, those who do submit a timely Claim form shall receive a check up to a maximum of \$100. Ultimately, the amount that each Settlement Class Member receives will depend upon the number of Settlement Class Members who timely submit a Claim Form, and will be determined by dividing the amount ERC deposits into the Settlement Fund by the total number of Settlement Class Members, reduced to the nearest whole one cent.

Relief checks will be mailed to all Settlement Class Members who timely submit a signed Claim Form within 45 days after the Court issues a final approval of the proposed settlement. Relief checks will expire 4 months plus 5 days after the date that they are mailed.

Additional Settlement Benefits

The proposed settlement also includes the following terms:

ERC Will Pay All Costs of Administering the Final Settlement

ERC will pay all costs and expenses associated with administering the final settlement, including the Settlement Administrator's fees and costs.

ERC Will Pay \$2,000 to the Settlement Class Representative

ERC will make a cash payment of \$2,000 to Mr. Hernandez to resolve his Individual claims against ERC and also in recognition of his efforts on behalf of the Settlement Class.

ERC Will Donate Certain Amounts from the Remaining Balance of the Settlement Fund

If a relief check sent to a Settlement Class Member is returned to the Settlement Administrator as undeliverable, is not cashed prior to its expiration date or there are funds in the Settlement Fund representing amounts from the rounding down of settlement checks to the nearest cent, then within 30 days of the last relief check's expiration date, the total amount of those items will be paid to Central Jersey Legal Services as a *cy pres* award and without any restrictions on use. (A *cy pres* award to a charity is similar to a donation and is how leftover monies in a class action settlement fund are often distributed.) In addition to the foregoing *cy pres* calculation, if less than 387 and 350 or more Claim Forms are timely submitted the *cy pres* award shall be increased by the balance in the Settlement Fund. If less than 350 Claim forms are timely submitted, the remaining balance in the Settlement Fund after the *cy pres* calculation will be returned to ERC.

ERC Will Pay Class Counsel's Fees and Expenses

ERC agreed to pay Class Counsel's fees and expenses in the amount of \$73,600 within 10 days after the Court issues a final approval of the proposed settlement. This amount includes all costs and expenses, time already spent and time to be spent including finalizing the settlement, preparing settlement documents, drafting briefs, attending hearings, responding to and defending against any objections to the settlement and monitoring of the settlement and settlement administration. This payment of fees and expenses to Class Counsel is in addition to the settlement benefits to the Settlement Class and ERC's payment of any attorneys' fees and expenses will not reduce the benefits to the Settlement Class.

9. WHAT CLAIMS AM I RELEASING IF I REMAIN IN THE SETTLEMENT CLASS?

If the Court approves this proposed settlement at the Final Fairness Hearing, then Mr. Hernandez and each Settlement Class Member, for themselves, their heirs, successors and assigns will jointly and severally remise, release, acquit and forever discharge ERC, including past and present partners, members, officers, directors, shareholders, employees, agents, successors and assigns of ERC of and from any and all actions, causes of action, suits, claims, defenses, covenants,

controversies, agreements, promises, damages, judgments, demands, liabilities and obligations in law or in equity that Mr. Hernandez and the Settlement Class Members asserted or could have asserted as a result of, arising out of, or in connection with the practices described in the Complaint in this action, as they relate to Defendant's alleged attempts to collect unauthorized collection fees on behalf of Verizon Wireless. Those who exclude themselves from (opt out of) the Settlement Class will not be releasing any claims against ERC.

YOUR RIGHTS REGARDING THE PROPOSED SETTLEMENT

10. HOW DO I PARTICIPATE IN THE FINAL SETTLEMENT?

You must timely submit a Claim Form to receive benefits under the final settlement. You must sign and return the enclosed Claim Form by [DATE] to receive a payment check from this settlement. If you do not timely submit a Claim Form you will remain a Settlement Class Member and release claims against ERC unless you exclude yourself (opt out).

Your signed Claim Form must be addressed to the Settlement Administrator at the address below and postmarked or received by the Settlement Administrator no later than [DATE]:

Settlement Administrator
Hernandez v. Enhanced Recovery Company, LLC
c/o Strategic Claims Services, Inc.
600 North Jackson Street, Suite 3
Media, Pennsylvania 19063

11. HOW CAN I EXCLUDE MYSELF FROM (OPT OUT OF) THE SETTLEMENT CLASS?

If you want to be excluded (opt out), you must notify the Settlement Administrator in writing. Your written request must contain your printed name and address, and it must state: "I do not want to be part of the Settlement Class in *Hernandez v. Enhanced Recovery Company, LLC*, Docket No. MID-L-002640-12." You must also sign your request.

Your request must be addressed to the Settlement Administrator:

Settlement Administrator
Hernandez v. Enhanced Recovery Company, LLC
c/o Strategic Claims Services, Inc.
600 North Jackson Street, Suite 3
Media, Pennsylvania 19063

To be excluded from (opt out of) the Settlement Class your written request must be received by the Settlement Administrator no later than 5:00PM on [DATE]. If your request is received by the Settlement Administrator after 5:00PM on [DATE] your request will be considered untimely and you will continue to be a member of the Settlement Class.

If your request to exclude yourself (opt out) is timely, you will no longer have no rights under the proposed or final settlement. This means you will receive no further notifications and you will not be entitled to share in any relief that may be awarded by the Court. If you exclude yourself (opt out) you will not release any claims and will not be bound by any final judgment in this matter.

If 12% or more members of the Settlement Class opt-out of the Settlement, Defendant has the option to cancel the settlement.

12. WHAT IF I OBJECT TO THE TERMS OF THE PROPOSED SETTLEMENT?

Any Settlement Class Member may appear in person or through an attorney at the Final Fairness Hearing in order to oppose the fairness, reasonableness, and adequacy of the proposed settlement to the extent allowed by the Court, including the payment of Class Counsel's fees, reimbursement of expenses and costs and the Settlement Class Representative Incentive award.

In order to oppose any of the proposed settlement's terms, you must send written notice to the Court that includes: a statement of each objection being made; a description of the facts and legal basis for each objection; a statement of whether you intend to appear at the Final Fairness Hearing; a list of witnesses whom you may call by live testimony, oral deposition testimony or affidavit during the Final Fairness Hearing; and a list of exhibits that you may offer during the Final Fairness Hearing, along with copies of all of the exhibits. You must also provide a copy of that notice to Class Counsel as well as the attorneys representing ERC in the case. All documents must contain a reference to *Hernandez v. Enhanced Recovery Company, LLC*, Docket No. MID-L-002640-12.

Any Settlement Class Member who does not object in the manner provided above shall be deemed to have waived his/her objection and shall be foreclosed from opposing the fairness, reasonableness, or adequacy of the proposed settlement or payment of Class Counsel's fees and expenses or payment of the Settlement Class Representative Incentive award.

Any written objection made by a Settlement Class Member must be sent to:

The Court

Deputy Clerk of the Court
Superior Court of New Jersey
Middlesex County Courthouse
56 Paterson Street, P.O. Box 2633
New Brunswick, New Jersey 08903-2633

Class Counsel

The Wolf Law Firm LLC
Attn: *Hernandez v. ERC Settlement*
1520 U.S. Highway 130, Suite 101
North Brunswick, New Jersey 08902

ERC's Attorneys

Smith Gambrell & Russell LLP
Attn: *Hernandez v. ERC Settlement*
Bank of America Tower
50 N. Laura Street, Suite 2600
Jacksonville, Florida 32202

Your written objection and supporting documentation must be received by the Court, Class Counsel and ERC's attorneys no later than 5:00PM on [DATE].

13. IS THERE A DIFFERENCE BETWEEN OBJECTING TO THE PROPOSED SETTLEMENT AND EXCLUDING MYSELF FROM (OPTING OUT OF) THE SETTLEMENT CLASS?

Yes. By objecting you are telling the Court that you will remain in the Settlement Class, but that you disagree with the proposed settlement. You can object only if you remain in the Settlement Class and you may not object first and exclude yourself (opt out) later.

Excluding yourself (opting out) is telling the Court that you do not want to be part of the Settlement Class and do not wish to participate in the proposed settlement. If you exclude yourself (opt out), you cannot object. Once you exclude yourself from (opt out of) the Settlement Class, the case no longer affects you.

14. WHAT WILL HAPPEN AT THE FINAL FAIRNESS HEARING?

At the Final Fairness Hearing, the Court will decide whether or not the proposed settlement is fair, reasonable and adequate, and also whether or not payment of the Settlement Class Representative Incentive award should be approved. If there are objections, the Court may consider them. The Court will also decide, either at the Final Fairness Hearing or at a subsequent hearing, whether or not payment of Class Counsel's fees and reimbursement of Class Counsel's expenses and costs should be approved.

The Final Fairness Hearing is presently scheduled for [TIME] on [DATE], before the Honorable Vincent LeBlon, J.S.C. in Courtroom 203 at the Middlesex County Courthouse, which is located at 56 Paterson Street, New Brunswick, New Jersey, 08903.

Unless you wish to object to the proposed settlement, you are not required to attend the Final Fairness Hearing. You are welcome to attend at your own expense. The Court may adjourn the Final Fairness Hearing without further written notice to Settlement Class Members.

ADDITIONAL INFORMATION

15. WHERE CAN I GET MORE DETAILS ABOUT THE CASE?

Do not contact the Court for legal questions or advice.

You may obtain copies of the Complaint and other documents filed in this lawsuit during regular business hours from the Civil Records Office of the Superior Court of New Jersey in Middlesex County. You will need to provide the name of the lawsuit and the docket number: *Hernandez v. Enhanced Recovery Company, LLC*, Docket No. MID-L-002640-12.

You may also find additional information on the website established in connection with the administration of this class settlement at: [WEB ADDRESS].

16. WHAT IF MY ADDRESS OR PHONE NUMBER CHANGES?

If your address or phone number has changed, or changes in the future, you should send your new address and telephone number to the Settlement Administrator at the address listed in the answer to Question 11 above. You may also contact the Settlement Administrator by calling [PHONE] or sending an e-mail to [E-MAIL].

SO ORDERED by the Superior Court of New Jersey, Law Division, Middlesex County.

s/ Honorable Vincent LeBlon, J.S.C.

CLASS MEMBER CLAIM FORM
Hernandez v. Enhanced Recovery Company, LLC
Superior Court of New Jersey – Case No.: MID-L-2640-12

[preprinted class member name and id #]
[preprinted class member street address]
[preprinted class member city state zip]

INSTRUCTIONS

As described in the accompanying Notice, you are a Settlement Class member in the above-referenced class action settlement.

In order to receive your share of the Settlement (a check in a maximum amount of \$100 and a minimum amount of \$15, depending on the number of Class members who submit claim forms), you must sign this form and return it to:

Settlement Administrator
Hernandez v. Enhanced Recovery Company, LLC
c/o Strategic Claims Services, Inc.
600 North Jackson Street, Suite 3
Media, Pennsylvania 19063

The form must be postmarked no later than [date of mailing + 65 days].

You must supply your own envelope and postage. It is recommended that you make and retain a copy of your signed form.

I have read the Notice of Class Action Settlement and the Claim Form Instructions and have decided to participate in and receive the Claim Form Relief from this Class Action Settlement as described in the Notice.

Signature: _____

Address Correction Only :
(leave blank if the address listed
for you above is correct)-

