

ATLANTIC AMBULANCE CORPORATION,

Plaintiff,

v.

JOHN G. CULLUM and
MARY CLARE CULLUM,

Defendants/Counterclaimants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY

DOCKET NO. MRS-L-264-12

(Consolidated)

Civil Action

ATLANTIC AMBULANCE CORPORATION,

Plaintiff,

v.

HALA HITTI and ANTOINE HITTI,

Defendants/Counterclaimants.

FILED

MAR 29 2019

Hon. William J. McGovern, III, J.S.C.
JUDGE'S CHAMBERS
MORRIS COUNTY COURTHOUSE

FINAL ORDER APPROVING CLASS ACTION SETTLEMENT

This matter having been presented to the Court upon the application of defendants-counterclaimants for a final order approving the parties' proposed Settlement Agreement, and the Court having considered the record of this matter and the arguments and submissions of counsel, including those presented at the Final Approval Hearing on March 29, 2019, and for good cause having been shown;

IT IS on this this 29th day of March, 2019, ordered as follows:

1. Unless otherwise defined in this order, all capitalized terms shall have the same meanings as set forth in the Settlement Agreement (annexed hereto as Exhibit A) or this Court's Preliminary Approval Order of January 2, 2019 (the "Preliminary Approval Order").¹

¹ In the event of any conflict among this Order, the Preliminary Approval Order and the Settlement Agreement, the Settlement Agreement shall control.

2. Pursuant to *R. 4:32-2(e)*, the Court grants final certification of the following Settlement Class and Settlement Sub-class:

The Settlement Class consists of all Persons to whom Atlantic Ambulance's Advanced Life Support ("ALS") units responded or provided any services during the period January 1, 2007 through January 31, 2018 (the "Class Period"), but not including Medicare or Medicaid patients, and not including those who have timely and effectively opted out of the Settlement Class and the Settlement.

The Settlement Sub-class consists of Settlement Class Members who paid \$14 for one mile of transportation that was not provided.

3. The Court finds that, for purposes of approving the Settlement Agreement, the Settlement Class and the Settlement Sub-class meet all the requirements of *R. 4:32-1*, including that:

a. The Settlement Class and Settlement Sub-class are so numerous that joinder of all members is impracticable.

b. There are questions of law and fact common to the Settlement Class and the Settlement Sub-class.

c. The claims counterclaimants John and Mary Clare Cullum are typical of the claims of the Settlement Class, and the claims of counterclaimants Hala and Antoine Hitti are typical of the Settlement Sub-class.

d. Counterclaimants and Counterclaimants' Counsel are fully capable of fairly and adequately protecting the interests of their counsel the Settlement Class and the Settlement Sub-class.

e. Certification of the Settlement Class and the Settlement Sub-class is superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class and the Settlement Sub-class.

4. The Court grants final appointment of counterclaimants John and Mary Clare Cullum as Class Representatives of the Settlement Class and of Hala and Antoine Hitti as Class Representatives of the Settlement Sub-class.

5. The Courts grants final appointment of Charles Quinn and McElroy, Deutsch, Mulvaney & Carpenter as counsel for the Settlement Class and the Settlement Sub-class.

6. Counterclaimants and Counterclaimants' Counsel are authorized to take all appropriate and necessary steps that are required or permitted by the Settlement Agreement to effectuate the Settlement.

7. The Court finds that the manner and form of notice set forth in the Settlement Agreement (Class Notice) was provided to Settlement Class Members and Settlement Sub-class Members by JND Legal Administration, the Court-appointed Administrator of the Settlement. The Court further finds that the Class Notice was reasonably calculated to give actual notice to Settlement Class Members and Settlement Sub-class Members of the right to receive benefits from the Settlement, and the right to be excluded from and to object to the Settlement. The Class Notice satisfied the requirements of due process and *R. 4:32-2* and constitutes the best practicable notice under the circumstances.

8. The Court-appointed Administrator is authorized to continue its duties as set forth in the Settlement Agreement and shall carry out all tasks assigned to it that remain to be performed.

9. The Settlement Class Members and Settlement Sub-class Members were afforded an opportunity to object to the Settlement or to opt-out of the Class and the Settlement. Fifty-three (53) Members of the Settlement Class (identified in Exhibit B hereto) made valid and timely request to opt-out of the Class and the Settlement, and they are hereby excluded from the Class, the Sub-class and the Settlement and are not bound by this Final Approval Order.

10. The Court notes that no Settlement Class Member or Settlement Sub-class Member objected to the Settlement.

11. The Court finds that the Settlement Agreement was the result of arms'-length negotiations that were conducted in good faith, and that both sides were represented by experienced attorneys. The Court also acknowledges the time and effort of Judge Frank DeAngelis to conduct two mediation sessions with counsel.

12. The Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members and Settlement Sub-class Members in view of the complexity, expense, and duration of this Action and the decision in *Atlantic Ambulance Corp. v. Cullum*, 451 N.J. Super. 247 (App. Div. 2017); leave to appeal denied, *Atlantic Ambulance Corporation v. Cullum*, 231 N.J. 550 (2017).

13. The Settlement being approved is as described in the Settlement Agreement. Thus, in the event of any conflict among this Order, the Preliminary Approval Order and the Settlement Agreement, the Settlement Agreement shall control.

14. On the Effective Date, Atlantic shall release the claims described in Paragraph 6.2 of the Settlement Agreement.

15. The Released Claims as described in the Settlement Agreement (except for the claims of Members of the Settlement Class and Sub-class listed on Exhibit B hereto who timely and effectively opted-out of the Settlement) are hereby dismissed with prejudice.

16. The Court grants final approval of the Settlement and the method of allocation and distribution of the Settlement Cash Amount as described in the Settlement Agreement.

17. The Court grants Counterclaimant Counsel's application for an award of attorneys' fees and costs in the amount of \$30,000.00 from the Cash Amount.

18. The Court grants Counterclaimants' application for incentive awards to the Cullums and the Hittis for their service as class representatives in the amount of \$500 each, or \$2,000 in total, from the Cash Amount.

19. The Court finds that the fees and costs of the Administrator are reasonable and that it shall be paid from the Cash Amount.


WILLIAM J. McGOVERN, III, J.S.C.

By the Court. Fairness hearing
was conducted on March 29, 2019
on the record, with appearances
by: Charles Quinn, Esq. (McElroy Deutsch)
for Defendants Counterclaimants
by: James Brown, Esq. (Skadden Arps)
and Sophie Mancall-Bitel, Esq.
for Plaintiffs.

The Court also heard from Gregoria
Cruz, a member of the ⁽⁵⁾ Class.