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**FILED**

FEBRUARY 4, 2022

**HON. ALBERTO RIVAS, J.S.C.**

KARI ROCCHIO and SANA MAHMOOD,  
 individually and on behalf of all others  
 similarly situated,

Plaintiffs,

v.

RUTGERS, The State University of New  
 Jersey,

Defendant.

SUPERIOR COURT OF NEW JERSEY  
 LAW DIVISION: MIDDLESEX COUNTY

Docket No. MID-L-003039-20

Civil Action

**FINAL JUDGMENT AND  
 ORDER OF DISMISSAL WITH PREJUDICE**

WHEREAS, a class action is pending before the Court entitled *Rocchio, et al. v. Rutgers, The State University of New Jersey*, No. MID-L-003039-20; and

WHEREAS, Plaintiffs Kari Rocchio and Sana Mahmood and Defendant Rutgers, The State University of New Jersey have entered into a Class Action Settlement Agreement, which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed

settlement and dismissal of the Action with prejudice as to Defendant upon the terms and conditions set forth therein (the “Settlement Agreement”); and

WHEREAS, on October 27, 2021, the Court granted Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, conditionally certifying a Class pursuant to New Jersey Court Rule 4:32-1 of “all people who paid Defendant Spring 2020 Semester fees of any type or amount, but excludes anyone who received refunds for their Spring 2020 fees and anyone who exercises his or her right to opt out of the Settlement Class,” and

WHEREAS, the Court has considered the Parties’ Class Action Settlement Agreement, as well as Plaintiffs’ Motion for Final Approval of Class Action Settlement, Plaintiffs’ Motion for Attorneys’ Fees, Costs, Expenses, And Incentive Awards, together with all exhibits thereto, the arguments and authorities presented by the Parties and their counsel at the Final Approval Hearing held on January 28, 2022, and the record in the Action, and good cause appearing;

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Final Judgment shall have the same meaning as ascribed to them in the Parties’ Class Action Settlement Agreement.
2. This Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including all Settlement Class members.
3. The notice provided to the Settlement Class pursuant to the Settlement Agreement and order granting Preliminary Approval – including (i) direct notice to the Settlement Class via email and U.S. mail, based on the comprehensive Settlement Class List provided by Defendant, and (ii) the creation of the Settlement Website – fully complied with the requirements of New Jersey Court Rule 4:32-2(b) and due process, was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, their right to object to or to

exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing.

4. This Court now gives final approval to the Settlement Agreement, and finds that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the release of the Released Claims against the Released Parties. The Court finds that the consideration to be paid to members of the Settlement Class is reasonable, and in the best interests of the Settlement Class Members, considering the total value of their claims compared to (i) the disputed factual and legal circumstances of the Action, (ii) affirmative defenses asserted in the Action, and (iii) the potential risks and likelihood of success of pursuing litigation on the merits. The complex legal and factual posture of this case, the amount of discovery completed, and the fact that the Settlement is the result of arm's-length negotiations between the Parties support this finding. The Court finds that these facts, in addition to the Court's observations throughout the litigation, demonstrate that there was no collusion present in the reaching of the Settlement Agreement, implicit or otherwise.

5. The Court has specifically considered the factors relevant to class action settlement approval.

6. The Court finds that the Class Representatives and Class Counsel adequately represented the Settlement Class for the purposes of litigating this matter and entering into and implementing the Settlement Agreement.

7. Accordingly, the Settlement is hereby finally approved in all respects.

8. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Settlement Agreement is hereby incorporated into this Final

Judgment in full and shall have the full force of an Order of this Court.

9. This Court hereby dismisses the Action, as identified in the Settlement Agreement, on the merits and with prejudice.

10. All Settlement Class Members who have opted out of this Settlement shall be considered excluded from the Settlement.

11. Upon the Effective Date of this Final Judgment, Plaintiffs and each and every Settlement Class Member who did not opt out of the Settlement Class (whether or not such members submit claims), including such individuals' respective present and former, direct and indirect, subsidiaries, parents, affiliates, incorporated or unincorporated entities, divisions, groups, officers, directors, shareholders, partners, partnerships, joint ventures, employees, agents, servants, assignees, successors, insurers, indemnitees, attorneys, transferees, and/or representatives shall be deemed to have released Defendant, as well as any and all of its current, former, and future parents, predecessors, successors, affiliates, assigns, subsidiaries, divisions, or related corporate entities, and all of their respective current, future, and former employees, officers, directors, board members, shareholders, assigns, agents, trustees, administrators, executors, insurers, attorneys, and customers from any and all causes of action, suits, claims, liens, demands, judgments, costs, damages, obligations, attorney fees (except as provided for in the Settlement Agreement), and all other legal responsibilities in any form or nature, including but not limited to, all claims relating to or arising out of state, local, or federal statute, ordinance, regulation, or claim at common law or in equity, whether past, present, or future, known or unknown, asserted or unasserted, arising out of or in any way allegedly related to Defendant's transition to remote learning as a result of the COVID-19 pandemic, including all claims that were brought or could have been brought in the Action. For the avoidance of doubt, this release

does not encompass claims for bodily injury.

12. Upon the Effective Date of this Final Judgment, the above release of claims and the Settlement Agreement will be binding on, and will have *res judicata* and preclusive effect on, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members and Releasing Parties. All Settlement Class Members are hereby permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on or arising out of any of the Released Claims.

13. The Court has also considered Plaintiff's Motion For Attorneys' Fees, Costs, Expenses, And Incentive Award, as well as the supporting memorandum of law and declarations, and adjudges that the payment of attorneys' fees and costs in the amount of \$950,000 is reasonable in light of the multi-factor test used to evaluate fee awards in New Jersey. *See, e.g., Sutter v. Horizon Blue Cross Blue Shield of New Jersey*, 406 N.J. Super. 86 (App. Div. 2009). This award includes Class Counsel's unreimbursed litigation costs and expenses. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

14. The Court has also considered Plaintiff's Motion, memorandum of law, and supporting declarations for an incentive award to the Class Representatives, Kari Rocchio and Sana Mahmood. The Court adjudges that the payment of incentive awards in the amount of \$2,500 to Ms. Rocchio and \$2,500 to Ms. Mahmood to compensate them for their efforts and commitment on behalf of the Settlement Class is fair, reasonable, and justified under the circumstances of this case. Such payments shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

15. All payments made to Settlement Class Members pursuant to the Settlement

Agreement that are not cashed within one hundred and eighty (180) days of issuance shall be deposited in the Rutgers COVID-19 Dean of Students Emergency Fund. Except as otherwise set forth in this Order, the Parties shall bear their own costs and attorneys' fees.

16. The Parties, without further approval from the Court, are hereby permitted to agree and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with this Final Judgment and do not limit the rights of Settlement Class Members.

17. Without affecting the finality of this Final Judgment for purposes of appeal, until the Effective Date the Court shall retain jurisdiction over all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement.

18. This Court hereby directs entry of this Final Judgment pursuant to New Jersey Court Rule 4-42 based upon the Court's finding that there is no just reason for delay of enforcement or appeal of this Final Judgment.

19. A copy of this Order shall be served upon all counsel upon its upload to eCourts. Pursuant to R. 1:5-1(a), movant shall serve a copy of this Order on all parties not electronically served within seven (7) days of the date of this Order.

**IT IS SO ORDERED, this   4th   day of   February  , 2022.**



**Hon. Alberto Rivas, J.S.C**