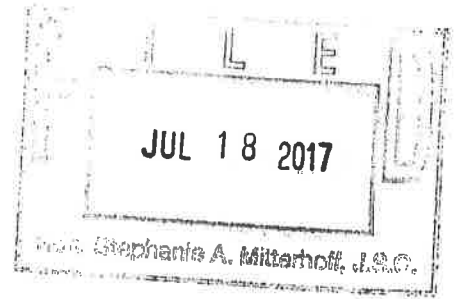


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SANDRA RAFF, on behalf of herself and all  
others similarly situated,

Plaintiff,

vs.

SAFAVIEH LIVINGSTON LLC,

Defendant.

SUPERIOR COURT OF NEW JERSEY  
ESSEX COUNTY - LAW DIVISION:

CIVIL ACTION  
DOCKET NO. ESX-L-2017-15

**ORDER GRANTING FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT, AND  
AWARDING ATTORNEY'S FEES AND  
INCENTIVE PAYMENT**

Before the Court is an application for an order, pursuant to R. 4:32-2(e) granting final approval of a proposed Settlement Agreement by and between the parties and the certified Settlement Class, as fair, reasonable and adequate, awarding attorneys' fees and costs to Class Counsel, and awarding incentive payment and other relief to the Plaintiff.

Having reviewed and considered the parties' submissions, and having conducted a final approval hearing on July 18, 2017 or as otherwise scheduled by the Court, the Court makes the findings and grants the relief set forth below approving the Settlement Agreement upon the terms and conditions set forth in this Order.

IT IS on this 18<sup>th</sup> day of July, 2017,

**ORDERED** as follows:

1. The parties entered into a Class Action Settlement Agreement on March 6, 2017 and an Amendment to the Settlement Agreement on March 30, 2017.

2. On April 28, 2017, the Court entered a Preliminary Approval Order which among other things: (a) preliminarily approved the Settlement Agreement; (b) approved the form and manner of notice to the Settlement Class; (c) set deadlines for opt-outs and objections; and (d) set the date for the Final Fairness Hearing.

3. The Preliminary Approval Order granted preliminary approval of the Settlement Agreement, and granted provisional certification of a Settlement Class pursuant to R. 4:32-1, defined as follows:

The 2,378 persons identified by Defendant who entered into one or more agreements to purchase household furniture or furnishings for future delivery from Defendant at any time on or after March 23, 2009 until July 31, 2015 (the "Class Period") in which Defendant used a contract or sales document the same as or similar to the form of contract used in the transaction with Plaintiff.

4. The Court now finds that there of the 2,378 transactions identified by Defendants that there are 2,284 unique class members, including the named Plaintiff, and that 87 Class members had multiple transactions, each of whom are entitled to receive two \$100.00 checks under the Settlement.

5. d

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the parties pursuant to R. 4:32-2(e)(2), approves the Settlement Agreement, certifies the class for purposes of effectuating the settlement, finds that the settlement provided herein is fair, reasonable and adequate and grants final approval of the Settlement.

7. The terms of the Settlement Agreement are hereby approved, adopted, and incorporated by the Court. The parties, their respective attorneys, and the Settlement

Administrator are hereby directed to consummate the settlement in accordance with this Order, the Notice to the Class, and the terms of the Settlement Agreement.

8. Pursuant to the Settlement Agreement, Plaintiff and each member of the Settlement Class for themselves, their heirs, successors, and assigns, jointly and severally, shall remise, release, acquit and discharge Defendant Safavieh Livingston, LLC, its officers, directors, employees, successors, and assigns of and from any and all actions, causes of action, suits, claims, covenants, controversies, agreements, promises, damages, judgments, demands, costs, expenses, compensation, liabilities and obligations in law or in equity of any kind related to the use of sales documents for the sale of household furniture and furnishings for future delivery, that Plaintiff on behalf of herself and members of the Settlement Class asserted or could have asserted only, in connection with the practices described in the Second Amended Class Action Complaint alleging violations of the Delivery of Household Furniture and Furnishings Regulations and the Truth-in-Consumer Contract Warranty and Notice Act in Defendant's sales documents as described in the Litigation as they relate to the class action claims alleged in the First Count of the Second Amended Class Action Complaint in the Litigation.

9. Pursuant to the Settlement Agreement, Plaintiff, on behalf of herself only, shall and does remise, release, acquit and discharge Defendant Safavieh Livingston, LLC, its officers, directors, employees, successors, and assigns of and from any and all actions, causes of action, suits, claims, covenants, controversies, agreements, promises, damages, judgments, demands, costs, expenses, compensation, liabilities and obligations in law or in equity of any kind related to her purchase of a mattress for future delivery from Defendant on or around September 14, 2014, whether known or not known, suspected, developed or undeveloped, anticipated or unanticipated, that Plaintiff asserted or could have asserted in connection with the practices alleged in the Second Amended Complaint as they relate to all claims in the Litigation.

10. The Court approves the \$5,000 payment to Plaintiff, Sandra Raff, as full settlement of her individual claims and as an incentive payment for her efforts on behalf of the Settlement Class. Pursuant to the Settlement Agreement, Defendant shall make this payment via a check made payable to "Sandra Raff," delivered to The Wolf Law Firm, LLC, no later than ten (10) days following the Final Approval Date.

11. The Court confirms its appointed Andrew R. Wolf, Henry P. Wolf and Matthew S. Oorbeek of The Wolf Law Firm, LLC, and David C. Ricci of the Law Office of David C. Ricci, LLC, as Settlement Class Counsel.

12. Notice of this hearing and of the Settlement, the application for counsel fees and costs, and the payment to the Class Representative has been provided to Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court. The Court finds that such notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class members in compliance with the requirements of R. 4:32-2(b).

13. The Class Notice directed any Class Members wishing to object to the Settlement Agreement or to exclude themselves from the Class to submit an objection or opt-out notice so it would be received no later than June 15, 2017. That date has passed, and one person requested to be excluded and no one filed or served an objection.

14. Anna Meade's request for exclusion is hereby granted.

15. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the final hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

16. After careful review of the time entries and rates requested by Class Counsel, The Wolf Law Firm, LLC, and the Law Office of David C. Ricci, LLC, and after applying the appropriate standards required by *Rendine v. Pantzer*, 141 N.J. 292 (1995), other applicable precedent and by the factors set forth in R.P.C. 1.5(a), hereby approves Class Counsel's application for attorneys' fees and costs in the amount of \$100,000.00. The amount set forth herein for attorneys' fees and costs includes compensation for future work by Class Counsel as will be required to finalize, effectuate, and monitor the Settlement Agreement, but does not include any time that may be spent enforcing any breach of the Settlement Agreement. The fees are in addition to the settlement benefits each class member will be receiving and are the sole property of Class Counsel, not Plaintiff or the Class. The Court finds that this award is fair and reasonable. Pursuant to the Settlement Agreement, Defendant shall make payment via a check made payable to "The Wolf Law Firm, LLC," delivered to The Wolf Law Firm, LLC, no later than ten (10) days following the Final Approval Date.

17. Pursuant to the Settlement Agreement, Defendant shall bear all costs of providing the notice ("Class Notice") and relief to Class members, and all the fees and expenses of the Settlement Administrator.

18. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

19. Class Counsel shall serve a copy of this Order on counsel for all parties within seven (7) days of receipt

  
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HON. STEPHANIE A. MITTERHOFF, J.S.C.

( ) Opposed  
(  ) Unopposed