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<input checked="" type="checkbox"/> GRANTED	<input type="checkbox"/> DENIED	<input type="checkbox"/> MODIFIED
<input type="checkbox"/> OPPOSED	<input checked="" type="checkbox"/> NOT OPPOSED	
RETURN DATE OF MOTION	2/8/13	
DATE DISPOSITION PLACED ON RECORD	2/8/13	
COMMENTS:		

TIMOTHY GALLAGHER, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

THE TITLE COMPANY OF JERSEY, MICHAEL
DOWLING and WILLIAM GILLINGHAM

Defendants

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
SALEM COUNTY

DOCKET NUMBER: SLM-L-67-12



**ORDER GRANTING PRELIMINARY, NON-BINDING APPROVAL TO PROPOSED
CLASS ACTION SETTLEMENT, APPROVING FORM OF CLASS SETTLEMENT
NOTICE AND NOTICE DISTRIBUTION PLAN, AND
SCHEDULING A DATE FOR THE FORMAL PUBLIC FAIRNESS HEARING**

This matter having come before the Court upon a joint motion by plaintiff and defendant under R. 4:32-2(e) for preliminary, non-binding approval of a proposed class action settlement, court approval of a proposed form of class settlement notice and a plan of notice publication and setting a hearing date for the formal public fairness hearing on whether to grant final approval to the proposed class settlement, and the Court having considered the joint motion papers, and for good cause shown;

IT IS HEREBY ORDERED this 8th day of FEBRUARY 2013 as follows:

1. The Court grants preliminary, non-binding approval of the proposed class action settlement;

2. This matter shall preliminarily proceed as a class action with the settlement class defined as follows:

All persons who, between March 13, 2006 and the present, were charged a mortgage or deed recording fee in New Jersey by the Title Company of Jersey

3. The Court preliminarily appoints Plaintiff Timothy Gallagher as the named Class Representative and preliminarily appoints Stephen DeNittis of Shabel and DeNittis P.C. as Class Counsel.

4. It is apparent from the file and presentation of counsel that the proposed Settlement Class meets the requirements of New Jersey Rule of Court 4:32-1 such that Class Notice should be provided.

5. The Court approves the content of the proposed class settlement notice submitted by counsel and the proposed manner of notice distribution. The Court directs that within 30 days of this Order, the class settlement notice shall be sent by first class mail to all persons whom Defendant's records indicate may be class members, at their last known address as indicated on the HUD-1 Settlement Statement. If the mailing comes back with a forwarding address, Defendant shall send Notice to the forwarding address. If the Notice comes back with no address, Defendant shall have no further obligation to send Notice. In addition, within 14 days of this Order, the class settlement notice shall be published on one date in the, the Press of Atlantic City. The class settlement notice shall also be posted on Class Counsel's web site.

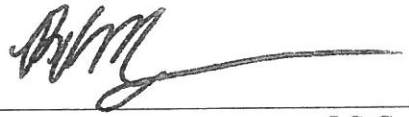
6. Any objections to the proposed class settlement, or requests for exclusion from the class, must be submitted to the Clerk, post-marked no later than fourteen prior to the Final Approval Hearing scheduled in this matter. Pursuant to R. 4:32-2(e)(C), a formal, public fairness hearing on whether to grant final, binding approval to the proposed class action settlement shall be held

on 4/5/13, 2013 (suggested date on or after Friday, **April 5, 2013**) at the
CUMBERLAND
Salem County Courthouse, 92 Market Street, Salem, New Jersey 08079, Courtroom 306 at
BRIDGE TON, NJ, 2:00pm.

7. Any memoranda of law or other documents in support of final approval of the proposed class settlement, copies of any objections or requests from exclusion that have been submitted to class counsel or defense counsel, and an affidavit attesting that class notice has been distributed in a manner consistent with this Order, must be submitted to the Court no later than 10 days prior to the hearing on final approval.

8. In the event that the proposed settlement as provided in the Settlement Agreement is not granted final approval by the Court, then the Settlement Agreement, and all drafts, negotiations, discussions and documentation related thereto and orders entered by the Court in connection therewith shall become null and void. In such event the Agreement and all negotiations and proceedings related thereto shall be withdrawn without prejudice to the rights of any and all parties thereto, who shall be restored to their respective positions as of the date of the execution of the Agreement.

SO ORDERED:



Robert G. Malestein, J.S.C.