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MARY PEEK, BELINDA BLANDING,
THOMAS DEFERRO, DONALD
ALEXANDER and DARLENE M. HUGHES
on behalf of themselves and all others
similarly situated,

Plaintiff,

v.

BOROUGH OF RUNNEMEDE, NEW
JERSEY; GLOUCESTER TOWNSHIP,
NEW JERSEY; VOORHEES TOWNSHIP,
NEW JERSEY, BOROUGH OF
BARRINGTON, NEW JERSEY; and
BOROUGH OF BELLMAWR, NEW
JERSEY,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
CAMDEN COUNTY

DOCKET NUMBER: CAM-L-2419-24

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

I. RECITALS

A. Plaintiffs' counsel previously initiated five putative class actions asserting individual state class claims (the "Putative Class Cases") in the Superior Court of New Jersey, Camden County against five municipalities, captioned: (1) *Mary Peek v. Borough of Runnemede*, CAM-L-2419-24; (2) *Brenda Blanding v. Gloucester Township*, CAM-L-1961-24; (3) *Thomas Deferro v. Voorhees Township*, CAM-L-2561-24; (4) *Donald Alexander v. Borough of Barrington*, CAM-L-762-25; and (5) *Darlene M. Hughes v. Borough of Bellmawr*, CAM-L-

3221-24 (collectively referred to as “Actions”).

B. This action (the “Action”) intends to join all the named Plaintiffs and claims asserted on behalf of the Plaintiffs in the Putative Class Cases, and the putative classes they seek to represent, into a single, consolidated proceeding in one action which shall be filed within five (5) days of the filing of this agreement. If for some reason the settlement is not approved by the court that Action shall be dismissed and the parties will revert back to their same positions in the five pending actions.

C. This Settlement Agreement (“Settlement Agreement” or “Agreement”) is made on this ____ day of April, 2026, between Plaintiffs Mary Peek, Brenda Blanding, Thomas Deferro, Donald Alexander and Darlene M. Hughes (“Plaintiffs”), on behalf of themselves and the members of the proposed Settlement Class defined in Section III.N (the “Settlement Class”), and Defendants Borough of Runnemede, New Jersey (“Runnemede”), Gloucester Township, New Jersey (“Gloucester”), Voorhees Township, New Jersey (“Voorhees”), Borough of Barrington (“Barrington”), and Borough of Bellmawr, New Jersey (“Bellmawr”) (collectively “Defendants”) in the Action. This Settlement Agreement is subject to Court approval under New Jersey Court Rule 4:32. If the Court fails to approve the Settlement set forth in this Agreement, the Parties may revise this Agreement or terminate the Settlement.

II. BACKGROUND

A. Each of the Putative Class Cases seek damages and injunctive and declaratory relief under, *inter alia*, the New Jersey Declaratory Judgment Act and common law. Each of the Putative Class Cases allege that all Persons or Entities who, at any point between 2016 and January 2022, either paid and/or were caused to reimburse monies as registration fees for Defendants’ Vacant Properties Registration Programs (“VPRP”) should be reimbursed or refunded because such VPRP fees are allegedly unconstitutional.

B. Defendants deny Plaintiffs' allegations and have asserted numerous defenses to Plaintiffs' claims. Defendants do not admit liability, fault, or violation of the law. Defendants deny all allegations and claims asserted against them, but are settling the Litigation to avoid the risk, burden, uncertainty and expense of continued litigation. Plaintiffs and Defendants agree that this Agreement and the Settlement reflected herein is a compromise and settlement of disputed claims, and that neither the Settlement, this Agreement, the Release, nor any consideration therefor, nor any actions taken by the Parties to carry out the terms of this Agreement, are intended to be nor may they be deemed or construed to be, an admission or concession of liability or of the validity of any Claim or of any point of law or fact (including but not limited to the propriety of class certification) on the part of any party, and this Agreement shall not be deemed or construed as an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendants.

III. DEFINITIONS

The following terms shall have the meanings stated below:

A. Action means collectively the lawsuits filed by Plaintiffs in the Superior Court of New Jersey, Camden County, captioned *Mary Peek v. Borough of Runnemede*, CAM-L-2419-24; *Brenda Blanding v. Gloucester Township*, CAM-L-1961-24; *Thomas Deferro v. Voorhees Township*, CAM-L-2561-24; *Donald Alexander v. Borough of Barrington*, CAM-L-762-25; and *Darlene M. Hughes v. Borough of Bellmawr*, CAM-L-3221-24 (also known as "Litigation").

B. Administrative Costs means and includes: the reasonable costs and expenses of the Settlement Administrator associated with disseminating Notice to the Settlement Class, disseminating Settlement Payments to Settlement Class Members, implementing the Claim

Process, and carrying out their other responsibilities consistent with the terms of this Settlement Agreement.

C. Attorney's Fees and Costs means \$250,000.00 for Class Counsel's attorney's fees and costs expended to be paid by Defendants, subject to Court approval.

D. Claim(s) means a claim for a Settlement Payment or Settlement Award submitted in compliance with the procedures described in Paragraph VI.G.1 of this Settlement Agreement.

E. Claim Deadline means ninety (90) days following the Notice Date.

F. Claim Form means the document substantially in the form attached as **Exhibit A** to this Settlement Agreement.

G. Class and Class Members mean those persons identified in the Settlement Class who have not Excluded themselves from the Settlement.

H. Class Counsel means the law firm of DeNittis Osefchen Prince, P.C. and Javerbaum, Wurgraft, Hicks, Kahn, Wikstrom & Sinins, P.C.

I. Class Counsel's Attorneys' Fees and Costs means the sum of up to \$250,000.00, of attorneys' fees and costs, which, upon approval by the Court, shall be paid separate and apart from the Settlement Fund.

J. Exclusion and Exclusion Deadline means the procedure by which Settlement Class Members may Exclude themselves from the Settlement within forty-five (45) days after the Notice Date, as set forth in Section VI.I.

K. Complaint means Plaintiffs' amended consolidated complaint filed in the action *Mary Peek v. Borough of Runnemede*, CAM-L-2419-24 which within ten (10) days of this

Settlement Agreement being Executed shall join and incorporate the Plaintiffs and Defendants in all five of the Putative Class Cases.

L. Court means the Superior Court of New Jersey, Camden County, Law Division.

M. Effective Date means the date on which all of the following events have occurred: (a) the Court has entered a final judgment approving this Settlement Agreement and dismissing this Action; and, either (i) no objection to said filed judgment has been filed; or (ii) if an objection has been filed the time to appeal from the Court's final judgment approving this Settlement Agreement, including the Court's ruling on attorneys' fees, costs, and service awards, has expired and no appeal has been taken. If a timely appeal of the Court's final judgment approving this Settlement Agreement is taken and if the final judgment (other than as to attorneys' fees, costs, or service awards) has not been reversed in any way, then the date on which the final judgment and/or ruling on attorneys' fees, costs, and service awards are no longer subject to further direct appellate review.

N. Final Order and Judgment means the Court's order finally approving this Settlement Agreement and dismissing all claims and defenses in this Action with prejudice the Court's final appealable order approving this Settlement.

O. Incentive Award means a one-time payment of \$5,000.00 that shall be paid to each of the Named Plaintiffs Mary Peek, Brenda Blanding, Thomas Deferro, Donald Alexander and Darlene M. Hughes, subject to Court approval.

P. Named Plaintiffs or Plaintiffs means Mary Peek, Brenda Blanding, Thomas Deferro, Donald Alexander and Darlene M. Hughes.

Q. Net Distributable Funds means the Settlement Fund minus the following: Administrative and Notice Costs and any Incentive Awards for Plaintiffs awarded by the Court.

R. Notice Date means thirty (30) days following the entry of Preliminary Approval by which the Notice of Proposed Class Action Settlement is to be mailed first class via U.S. Mail to all members of the Settlement Class.

S. Notice of Class Action Settlement or Notice means the settlement notice approved by the Court, which shall be substantially similar to the document attached hereto as **Exhibit B**.

T. Plan of Distribution means the plan or formula of allocation of the Settlement Fund to be distributed to Claimants, as set forth in Section V.B.2.

U. Preliminary Approval Order means the order to be entered by the Court preliminarily approving this Settlement Agreement.

V. Released Parties means Defendants Runnemedede, Gloucester, Voorhees, Barrington and Bellmawr, and their present and former parents, subsidiaries, divisions, affiliates, any and all past, present and future elected officials, appointed officials, employees, contractors and agents, predecessors, successors, assigns, attorneys, and insurers, including all of their insurers' affiliates, predecessors, successors, assigns and reinsurers, and the respective agents, servants, attorneys, employees, officers, directors, shareholders and representatives of the foregoing.

W. Settlement Fund means the total cash consideration of \$545,624.35 which is the total paid by or on behalf of the Defendants to resolve the Litigation. Payment of the \$545,624.35 shall be allocated between the Defendants as follows: \$280,000.00 paid by Defendant Gloucester, \$111,300 paid by Defendant Runnemedede, \$94,120.43 paid by Defendant Voorhees, \$33,932.50 paid by Defendant Bellmawr, and \$26,271.57 paid by Defendant Barrington. All Class Member payments, administrative & notice costs, and

incentive awards shall be paid from the Settlement Fund. Class Counsels' Attorneys' Fees and Costs shall not be paid by the Settlement but separately by Defendants as set forth in Section V.D. The timing and manner of Defendants' payment of monies into the Settlement Fund is set forth in more detail in Paragraph V.B.1.

X. Settlement or Settlement Agreement means this Settlement Agreement, including the exhibits attached hereto.

Y. Settlement Administrator means Angeion Group, subject to Court approval.

Z. Settlement Class means:

All Persons or Entities who, between June 25, 2018 and January 18, 2022, either paid and/or were caused to reimburse monies as registration fees for the Vacant Properties Registration Program in any of the following municipalities: Borough of Runnemede, Borough of Bellmawr, Borough of Barrington, Gloucester Township or Voorhees Township. The class excludes Persons or Entities who paid registration fees, but were subsequently reimbursed.

AA. Settlement Class Member means any person who is within the Settlement Class definition and who does not submit a timely and valid request for Exclusion pursuant to Section VII of this Settlement Agreement.

BB. Settling Parties or Parties means collectively, Defendants and Named Plaintiffs, on behalf of themselves and the Settlement Class Members.

CC. Vacant Properties Registration Program ("VPRP") Fees means fees imposed by Defendants on members of the Settlement Class which is the subject of this Litigation and specifically covers any and all fees, penalties, late fees or any other monetary payment under then-enacted ordinances related to the registration of certain properties that were the subject of certain ordinances governing vacant and abandoned properties, which ordinances are set forth in the Complaints and Amended Complaints in the various cases that are the Subject of this

Litigation (N.J. Super. Ct., Camden Cnty. Docket Nos. CAM-L-2419-24; CAM-L-1961-24; CAM-L-2561-24; CAM-L-762-25; and CAM-L-3221-24).

DD. Valid Claim means and includes a timely and valid Claim submitted by a Settlement Class member, as determined by the Settlement Administrator under the process set forth in Section VI.G., below.

The parties agree that the class shall be certified for the purpose of settlement only pursuant to N.J. Court Rule 4:32-1, *et seq.* and that all members of the class that do not Exclude themselves from the Settlement shall be bound by the terms of this Settlement Agreement. This stipulation will have no effect for any other purpose.

IV. PURPOSE

Pursuant to the terms set forth below, Plaintiffs and Defendants enter into this Class Action Settlement Agreement to bring a full and final resolution of all claims asserted, or that could have been asserted, in the Action against Defendants by Plaintiffs and/or the Settlement Class. The Parties agree to settle the Action pursuant to the terms of this Agreement, as they are set forth herein. Plaintiff and Class Counsel believe the Agreement to be fair, reasonable and adequate relief to the Plaintiff and the Settlement Class Members and to be in their best interests.

V. THE SETTLEMENT

A. The Settlement Class

Only for the purposes of settlement and the proceedings contemplated herein for effectuating the Settlement, Plaintiffs shall move the Court to provisionally certify the Settlement Class (as defined herein) pursuant to New Jersey Rules of Court Rule 4:32-2.

B. The Settlement Terms

1. **Settlement Fund.** The Settlement Fund in the amount of \$545,624.35 shall be deposited with the Settlement Administrator as follows: \$50,000.00 of the fund within

twenty (20) days of preliminary approval, \$250,000 of the fund within 5 days of Final Approval Order, and no later than sixty (60) days from the date of Final Approval of the Settlement the remaining balance of the fund. Defendants will cause the funds to be wired into an interest-bearing escrow account maintained by the Settlement Administrator. Counsel Fees and Costs shall be paid separately pursuant to Section V.D. herein. Defendants shall not be required to pay any amounts in excess of the Settlement Fund and Counsel Fees and Costs (\$795,624.35). The Settlement Fund shall be established and administered by the Settlement Administrator and shall meet the requirements applicable to a qualified settlement fund pursuant to Treasury Regulations Section 1.463B. Any interest earned on monies in the Settlement Fund account shall compound and shall be added to the Settlement Fund for the benefit of the Settlement Class. The Settlement shall be a claims-made settlement and any monies not claimed shall revert back to the appropriate Defendants within Seventy Five (75) days after all money has been distributed to Class Members by the Settlement Administrator. Each Defendant shall receive the difference between the amount they paid into the Settlement Fund and whatever claims were paid related to that, specific Defendant. Should the amount of the claims exceed the amount of the Settlement Fund, the payouts to class members will be pro rata reduced to ensure Defendants do not pay more than the Settlement Fund Amount.

2. Plan of Distribution.

a. This Settlement shall provide any Class Member who files a Valid Claim Form, provides proof of ownership of a property subject to Defendants' Vacant Properties Registration Program and attests they paid a VPRP Fee, a Settlement Payment of \$200.

b. Any Class Member who files a Valid Claim Form and submits proof of paying a VPRP fee will receive a Settlement Payment equal to a 60% refund of the VPRP fee(s) which

that Settlement Class Member paid based the total amount of any and all VPRP fees paid to Defendants as calculated using Defendants' books and records. Proof of payment shall include, but not be limited to, cancelled checks, bank statements, receipt of payment, and credit card statement. In the event that the amount of refunds from the submission of Valid Claims Forms exceeds the Settlement Fund, the Settlement Class Members will receive a pro rata share of the Net Distributable Funds calculated based on the total number of claims filed by Class Members. Distribution of the Settlement Class Member awards shall be paid by the Settlement Administrator within (90) days after the Claim Deadline. Checks shall remain negotiable for one hundred eighty (180) days from date of issue. Any checks not cashed within one hundred eighty (180) days shall be void, and their amounts shall revert to Defendants.

c. The parties agree that the foregoing Plan of Distribution is a negotiated compromise that Defendants have agreed to solely to resolve this litigation along with its associated costs and uncertainties. For avoidance of doubt, no aspect of the Plan of Distribution shall be construed as any form of evidence or admission by Defendants regarding their liability to Plaintiff or the Settlement Class.

C. Class Representative Incentive Award

Class Counsel shall petition the Court for an Incentive Award for the Named Plaintiffs Mary Peek, Brenda Blanding, Thomas Deferro, Donald Alexander and Darlene M. Hughes in an amount not to exceed \$5,000.00 each (total \$25,000). Defendants agree not to object to this Incentive Award request. The Incentive Award shall be paid from the Settlement Fund within five (5) days of the Court's Final Order and Judgment.

D. Class Counsel's Attorneys' Fees and Costs

Class Counsel shall apply to the Court for an award of Attorneys' Fees and Costs not to exceed \$250,000.00. Defendants agree not to oppose that petition. The award of Attorneys' Fees and Costs shall be paid separately and independent from the Settlement Fund within five (5) days of the Court's Final Order and Judgment to DeNittis Osefchen Prince, P.C.

VI. PROCEDURES

A. Settlement Implementation

The Parties agree to cooperate to implement the terms of this Settlement Agreement, including all steps and efforts contemplated by this Settlement Agreement and any other steps and efforts that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Settlement.

B. Motion for Preliminary Approval

As soon as reasonably practicable, Plaintiffs' counsel will submit this Settlement Agreement to the Superior Court of New Jersey, Camden County, with a motion for Preliminary Approval of the Settlement Agreement pursuant to N.J. Court Rule 4:32-1, *et seq.* to: (a) preliminarily approve this Settlement, (b) enter an Order Granting Preliminary Approval, (c) set a date and time for a fairness hearing (the "Fairness Hearing"), during which the Court shall finally approve this Settlement, (d) approve the form and method of Class Notice, and (e) set an objection and Exclusion Deadline.

C. Class Notification

1. On or before 10 days following entry of the Preliminary Approval Order, if they haven't done so already, Defendants shall provide to the Settlement Administrator the addresses of all eligible property owners involved with each of Defendants' VPRP.

2. Notice of this Settlement shall be given to the Settlement Class within thirty (30) days after the Court enters the Order Preliminarily approving the Settlement. The

Notice will include details of the proposed Settlement, including the Claims process, Class Counsel's application for Attorneys' Fees and Costs and Incentive Award for the Named Plaintiffs, the date and time of the Fairness Hearing, and the Settlement Class Members' right to request Exclusion from the Settlement or to object to the Settlement or any part thereof. The Notice will be substantially similar to the document attached hereto as **Exhibit A**, subject to Court approval. The Settlement Administrator shall disseminate notice via First Class U.S. Mail to all Settlement Class Members for whom Defendants have a valid address in their records. For any mailed Notices that are returned with forwarding address information, the Settlement Administrator shall promptly re-mail the Notice to the new address indicated. For any mailed Notices that are returned as undeliverable without a forwarding address, the Settlement Administrator shall conduct an industry standard "skip trace" to try to identify a more current address and re-mail the Notice to the extent an updated address is identified.

D. Cost of Settlement Administration and Notice

Angeion Group shall be Administrator of the Settlement, and shall be responsible for distributing notice to the Settlement Class and distributing class member awards to class members. The parties agree to request approval of Administrative fees and costs, to be paid from the Settlement Fund, including the costs of notice and distribution of the Settlement Class Member awards. In the event that the Settlement is not finally approved, Defendants shall be entitled to a credit against any future judgment in the amount of those fees and expenses paid to the Settlement Administrator.

E. Settlement Administrator Duties

The duties of the Settlement Administrator, in addition to any other responsibilities that are described in this Settlement Agreement, shall include:

1. Providing Notice to Settlement Class Members as set forth in this Settlement Agreement;
2. Receiving and processing Claims pursuant to the Claims Process described in this Settlement Agreement, and providing updates to Settlement Class Counsel and Defendants' Counsel regarding the Claims and Claims Process, as provided in this Settlement Agreement;
3. Establishing and maintaining the Settlement Website;
4. Establishing and maintaining the Toll-Free Number with information which directs Settlement Class Members to the Settlement Website;
5. Responding to inquiries from Settlement Class Members;
6. Keeping a clear and careful record of all communications with Settlement Class Members and all administration expenses;
7. Establishing and maintaining a post office box for requests for Exclusion, objections, and other correspondence from Settlement Class Members;
8. Establishing and maintaining an email address for other correspondence from Settlement Class Members;
9. Processing and determining the validity of any requests for Exclusion by Settlement Class Members;
10. Receiving any objections mailed by Settlement Class Members to the Settlement Administrator;
11. Providing copies to Settlement Class Counsel and Defendants' Counsel of all requests for Exclusion, objections, and other correspondence received from Settlement Class Members;

12. Providing interim reports on a weekly basis, and, within ten (10) days after the Exclusion Deadline, a final report to Settlement Class Counsel and Defendants' Counsel summarizing the number of claims made, claims approved and requests for Exclusion received during that period, the total number of requests for Exclusion received to date, the names and addresses of persons in the Settlement Class who submitted a request for Exclusion, and any other pertinent information requested by Settlement Class Counsel or Defendants' Counsel;

13. Ten (10) days in advance of the Fairness Hearing, preparing an affidavit, to submit to the Court, affirming its compliance with the Notice and settlement administration provisions of this Settlement Agreement, and identifying any persons in the Settlement Class who submitted timely and valid requests for Exclusion;

14. Preparing the settlement payment list;

15. Processing and transmitting distributions from the Settlement Fund as provided in this Settlement Agreement;

16. Paying any invoices, expenses, taxes, fees, and other costs associated with administration of this Settlement as contemplated by this Settlement Agreement or required by law; and

17. Tracking the claim payouts for each municipality, if any, so that if any municipalities' Settlement Fund contribution is not exhausted the Administrator can track the accurate amount of any reverter.

18. Performing any other settlement administration-related functions reasonably necessary to effectuate this Settlement Agreement, with the consent of both Settlement Class Counsel and Defendants' Counsel, or as approved by the Court.

F. Settlement Website

The Settlement Administrator shall establish an Internet website concerning the Settlement that shall be implemented 30 days from when the Court issues its Preliminary Approval Order, using a domain name agreed to by the Parties. The Settlement Website shall be maintained by the Settlement Administrator until sixty (60) days after the conclusion of the check-cashing period. The domain name shall be included in all Settlement notices. The Settlement Website shall provide, at a minimum: (i) information concerning deadlines for filing a Claim Form, and the dates and locations of relevant Court proceedings, including the Final Approval Hearing; (ii) the toll-free phone number applicable to the Settlement; (iii) copies of the Settlement Agreement, the Notice of Settlement, the Claim Form, other relevant Court documents; and (iv) information concerning the submission of Claim Forms, including the ability to submit Claim Forms electronically on the Settlement Web site using an electronic signature service.

G. Claims Process

1. Settlement Class Members may submit Claims for a Settlement Award, by submitting a Claim Form on or before the Claim Deadline. The Claim Form shall be substantially in the form attached as **Exhibit A** to this Settlement Agreement. Claim Forms may be submitted electronically via the Settlement Website or by mail. For Claim Forms submitted by mail, the Claim Form shall be considered timely if postmarked on or before the Claim Deadline. The Notice, and Website Notice shall identify both the Claim Deadline and the webpage address, on the Settlement Website, where Claim Forms may be submitted electronically, and the Notice shall include unique personal identification numbers to facilitate the submission of Claims.

2. The Settlement Administrator shall review and process Claims.

3. Timely and valid Claim submitted, as determined by the Settlement Administrator, shall be deemed “Valid Claim” and shall be issued Settlement Payments as described further herein.

4. If the Settlement Administrator is unable to determine if the Claim submitted is valid or should the Settlement Administrator determine additional information is necessary to determine if a Claim is valid the Settlement Administrator will submit a Cure Letter to the Class member within a reasonable time to provide the Class Member the ability to submit additional information to the Settlement Administrator to evaluate the Claim. The timing and content of the Cure Letter shall be reasonably determined between the Parties and the Settlement Administrator.

H. Final Fairness Hearing

In the Motion for Preliminary Approval of this Settlement Agreement, the Parties will request that the Court set a Fairness Hearing as soon as practicable to determine the fairness, reasonableness, and adequacy of the Settlement, the dismissal with prejudice of the claims of the Named Plaintiff and the Settlement Class against Defendants, the request of Class Counsel for an award of Attorneys’ Fees and Costs, and the Incentive Award for the Named Plaintiffs. The Parties will request that a Fairness Hearing be set within sixty (60) days following the date for distributing the Class Notice.

I. Requests for Exclusion

1. Settlement Class Members may Exclude themselves from the Settlement Class by mailing to the Settlement Administrator, at the address provided in the Notice, a request for Exclusion that is postmarked no later than forty-five (45) days after the Notice Date (the “Exclusion Deadline”). To be effective, the request for Exclusion must include (1) the Settlement Class Member’s full name, telephone number, mailing address, and email address; (2)

a clear statement that the Settlement Class Member wishes to be Excluded from the Settlement Class; (3) the name of this Action: “*Peek et al. v. Borough of Runnemede et al.*”; and (4) the Settlement Class Member’s signature. Any Settlement Class Member who submits a timely and valid request for Exclusion is foreclosed from objecting to the Settlement or to Settlement Class Counsel’s motion for attorneys’ fees, costs, and service awards. If a Settlement Class Member submits both a timely and valid request for Exclusion and an objection, the Settlement Class Member shall be treated as if they had only submitted a request for Exclusion.

2. The Settlement Administrator shall maintain a list of persons who have Excluded themselves (“Class Exclusion Information”) and shall provide such list to Defendants’ counsel and Class Counsel within ten (10) days after the Exclusion Deadline or upon request.

J. Objections to Settlement

1. Any Settlement Class Member who does not submit a timely and valid request for Exclusion shall have the right to object to the proposed Settlement and/or to Class Counsel’s motion for attorneys’ fees, costs, or service awards, only by complying with the objection provisions set forth herein. Settlement Class Members who object shall remain Settlement Class Members and shall be subject to the Release set forth in this Settlement Agreement if this Settlement is approved by the Court and becomes effective. To be considered valid, an objection must be in writing, must be filed with the Court at the address listed in the Notice, filed no later than forty-five (45) days after the Notice Date (“Objection Deadline”), and must include the following: (1) the name of this Action: “*Peek et al. v. Borough of Runnemede et al.*”; (2) the full name, mailing address, telephone number, and email address of the objector; (3) the objector’s signature; (4) a description of the specific reasons for the objection; (5) the name, address, bar number and telephone number of counsel for the objector, if the objector is

represented by an attorney; (6) state whether the objector intends to appear at the Fairness Hearing either in person or through counsel and (7) a list of other cases in which the Class Member or counsel for the Class Member has appeared either as an objector or counsel for an objector in the last five years.

2. Any Settlement Class Member who does not timely submit an objection in accordance with this section shall waive the right to object or to be heard at the Fairness Hearing and shall be forever barred from making any objection to the proposed Settlement or to Settlement Class Counsel's motion for attorneys' fees, costs, and service awards. Any Settlement Class Member who objects to the Settlement shall nevertheless be eligible for all benefits of the Settlement if it is approved and becomes final.

K. Final Judgment

If the Court finally approves this Settlement, then the Parties hereto shall seek entry of a Final Order and Judgment:

1. Determining that Defendants, Named Plaintiffs, and Settlement Class Members have submitted to the jurisdiction of the Court for purposes of the proposed Settlement, and that the Court has subject matter jurisdiction to approve the Settlement Agreement;
2. Certifying the Settlement Class as defined herein for settlement purposes only.
3. Finding that the Notice given pursuant to this Settlement Agreement: (a) constitutes the best practicable notice under the circumstances; (b) constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (c) meets the requirements of due process and any other applicable rules of the Court;

4. Approving this Settlement and its terms as being in good faith and fair, reasonable, and adequate as to the members of the Class, and directing the Settlement's consummation pursuant to its terms;

5. Approving Class Counsel's application for Attorneys' Fees and Costs;

6. Approving Incentive Award to the Named Plaintiffs;

7. Dismissing the Action with prejudice, determining that there is no just reason for delay, and ordering that the judgment of dismissal of the Action shall be final and appealable;

8. Dismissing the Putative Class Cases with prejudice

9. Incorporating the Release set forth below (in Section VII of this Settlement Agreement), and forever discharging the Released Parties from any claims or liabilities relating to the Action; and

9. Reserving exclusive jurisdiction over the Settlement and this Settlement Agreement, including the administration and consummation of this Settlement Agreement.

L. Effective Date

This Settlement shall become final and effective upon the occurrence of all of the following events, the date five (5) business days after the last of the following events being the "Effective Date":

1. This Settlement Agreement is finally approved by the Court;

2. The Court enters a Final Judgment and Order;

3. The appeal period to challenge or appeal the Final Order and Judgment has expired.

VII. RELEASE and COVENANT NOT TO SUE

Effective upon the entry of the Final Order and Judgment by the Court, in consideration of the relief set forth in the Settlement Agreement, the sufficiency of which is expressly acknowledged, the Plaintiffs and Settlement Class Members, who do not timely elect to Exclude themselves from this Settlement Agreement, release Defendants from any and all causes of actions, claims, rights, damages, punitive or statutory damages, penalties, liabilities, counsel fees, expenses and losses that any of the Plaintiffs and Settlement Class Members have or could have made against the Defendants in this Action, which arose on or before the Effective Date of this Settlement Agreement, relating to the claims asserted in this Action or that could have been asserted in this Action based on the facts set forth in the Action, including but not limited to any claims related to the Runnemede, Barrington, Bellmawr, Voorhees and Gloucester Vacant Properties Registration Program, inclusive of any fees assessed and/or fines issued under the VRPRs and/or the ordinances complained of in the Actions (N.J. Super. Ct., Camden Cnty. Docket Nos. CAM-L-2419-24; CAM-L-1961-24; CAM-L-2561-24; CAM-L-762-25; and CAM-L-3221-24). Nothing in this Settlement Agreement shall be construed to release any additional claims that arise after the Effective date and do not include claims relating to the enforcement of this Settlement Agreement and/or relating to any Court order or judgment pertaining to same.

VIII. TERMINATION

Each of the Defendants shall have the right and option to terminate this Settlement Agreement if \$100,000 or more of the total amount of Registration Fees paid by the Settlement Class members have requested to be Excluded from the Settlement Agreement and must exercise this option within thirty-five (35) days after the Settlement Administrator provides the Parties with the Class Exclusion Information, unless good cause is shown. In the event that any Defendant exercises the option to withdraw from the Settlement Agreement under this section, the entire Settlement Agreement will be terminated.

IX. MISCELLANEOUS

A. No Admission

It is expressly understood and agreed that this Settlement Agreement does not in any way embody, reflect, or imply any admission of wrongdoing on the part of Defendants and the Parties may not use it for such purpose in any subsequent legal proceeding. Neither this Settlement Agreement nor any proceedings undertaken in accordance with the terms set forth herein shall be construed as or deemed to be evidence or an admission or concession by Defendants as to the validity of any of the Released Claims.

B. No Prejudice to Parties

C. In the event that this Settlement Agreement does not become final in accordance with the terms hereof, the Parties expressly reserve all of their rights and preserve all applicable defenses. The Action shall revert to its procedural and substantive status prior to the date of execution hereof and shall proceed as if this Settlement Agreement, and all other related orders and papers, had never been executed, provided that the Parties will jointly request that the Court provide sufficient reasonable time for the Parties and counsel to prepare for further proceedings in light of the passage of time since the execution of this Settlement Agreement. This includes dismissing the Amended Consolidated Complaint filed in the *Peek v. Runnemedede* matter that was solely filed for the purpose of efficiently administering Settlement Agreement. All communications between the Parties leading up to or related to the Settlement are confidential settlement communications inadmissible under N.J.R.E. 408 and any and all other applicable federal and state laws in any proceedings between the Parties or between a Settlement Class Member and a Party. The provisions of this paragraph shall survive and continue to apply to each Party, even if the Court does not approve the Settlement Agreement, or the Court's

approval of the Settlement Agreement is set aside, or Defendants terminate the Settlement Agreement pursuant to the provisions of Section VIII of this Settlement Agreement.

Binding Effect

The terms of this Settlement Agreement shall be binding on, and inure to the benefit of, the Parties, including all members of the Settlement Class who have not Excluded themselves from the Settlement, and their respective successors and assigns. The Parties expressly disclaim any intention to create rights under this Settlement Agreement that may be enforced by any non-party under any circumstances whatsoever, except as expressly provided in this Settlement Agreement.

D. Entire Agreement

This Settlement Agreement contains the entire, complete, and integrated statement of each and every term and provision agreed to by the Parties, and is not subject to any conditions not provided for in this Settlement Agreement. There are no promises, understandings, or terms of the Settlement Agreement other than those stated herein. This Settlement Agreement supersedes and renders of no effect all other oral or written communications concerning the subject matter hereof.

E. Modification and Waiver

After entry of the Court's order preliminarily approving the Settlement, the terms and provisions of this Settlement Agreement may not be changed, waived, modified, or varied in any manner whatsoever unless in a writing duly signed by all Parties with the consent of the Court. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions hereof, and that Party, notwithstanding that failure, shall have the right thereafter to insist upon

the strict performance of any and all of the provisions of this Settlement Agreement to be performed by the other Party.

F. No Party Is the Drafter

This Settlement Agreement was mutually prepared by the Parties hereto and shall not be construed against any of them solely by reason of authorship.

G. Execution in Counterparts

The signatories to this Settlement Agreement may execute this Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all counsel had signed the same instrument. Facsimile or scanned signatures shall be considered valid.

H. Jurisdiction

The Superior Court of New Jersey, Camden County shall have exclusive jurisdiction over all provisions and terms of this Settlement Agreement and over the administration and any and all disputes of any kind between the Parties or between a Party and a Settlement Class Member relating in any way to, or arising in any way out of, this Settlement Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement effective as of the date each sign the Agreement.

ON BEHALF OF PLAINTIFF:

PLAINTIFFS:

Mary T Peek

Mary T Peek (Jun 15, 2026 12:35:41 EDT)

Dated: Jun 15, 2026

Mary Peek

Dated:

Donald Alexander

Dated:

Brenda Blanding

Dated:

Darlene M. Hughes

Dated:

Thomas DeFerro

Date:

CLASS COUNSEL:



DeNITTIS OSEFCHEN PRINCE, P.C.

Stephen P. DeNittis, Esq.

5 Greentree Centre

525 Route 73 North, Suite 410

Settlement Agreement

Final Audit Report

2026-06-15

Created:	2026-06-15
By:	Jessica Anderson (jessica@denittislaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4Z4WG-qRV2VbArh-MamB5L7ZmVFQQryQ

"Settlement Agreement" History

-  Document created by Jessica Anderson (jessica@denittislaw.com)
2026-06-15 - 3:23:04 PM GMT- IP address: 173.61.66.234
-  Document emailed to tpeek@morganproperties.com for signature
2026-06-15 - 3:24:22 PM GMT
-  Email viewed by tpeek@morganproperties.com
2026-06-15 - 3:24:39 PM GMT- IP address: 52.203.139.138
-  Signer tpeek@morganproperties.com entered name at signing as Mary T Peek
2026-06-15 - 4:35:39 PM GMT- IP address: 50.184.126.189
-  Document e-signed by Mary T Peek (tpeek@morganproperties.com)
Signature Date: 2026-06-15 - 4:35:41 PM GMT - Time Source: server- IP address: 50.184.126.189 - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-06-15 - 4:35:41 PM GMT



Adobe Acrobat Sign

ON BEHALF OF PLAINTIFF:

PLAINTIFFS:

Mary Peek

Dated:



Donald Alexander

Dated: Jun 15, 2026

Brenda Blanding

Dated:

Darlene M. Hughes

Dated:

Thomas DeFerro

Dated:

Date:

CLASS COUNSEL:

DeNITTIS OSEFCHEN PRINCE, P.C.
Stephen P. DeNittis, Esq.
5 Greentree Centre
525 Route 73 North, Suite 410

Settlement Agreement

Final Audit Report

2026-06-15

Created:	2026-06-15
By:	Jessica Anderson (jessica@denittislaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS_BKAVOBeYSI9HLePkIIV_qb0ThZvzEY

"Settlement Agreement" History

-  Document created by Jessica Anderson (jessica@denittislaw.com)
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-  Document emailed to Donald Alexander (walexander67@gmail.com) for signature
2026-06-15 - 3:19:22 PM GMT
-  Email viewed by Donald Alexander (walexander67@gmail.com)
2026-06-15 - 4:42:23 PM GMT- IP address: 74.125.210.35
-  Document e-signed by Donald Alexander (walexander67@gmail.com)
Signature Date: 2026-06-15 - 4:47:56 PM GMT - Time Source: server- IP address: 166.199.149.127 - Signature Appearance Selected: MOBILE_DRAW
-  Agreement completed.
2026-06-15 - 4:47:56 PM GMT



Adobe Acrobat Sign

ON BEHALF OF PLAINTIFF:

PLAINTIFFS:

Mary Peek

Dated:

Donald Alexander

Dated:


Belinda Ray (Jun 15, 2026 11:35:11 EDT)

Brenda Blanding

Dated: Jun 15, 2026

Darlene M. Hughes

Dated:

Thomas DeFerro

Dated:

Date:

CLASS COUNSEL:

DeNITTIS OSEFCHEN PRINCE, P.C.
Stephen P. DeNittis, Esq.
5 Greentree Centre
525 Route 73 North, Suite 410

Settlement Agreement

Final Audit Report

2026-06-15

Created:	2026-06-15
By:	Jessica Anderson (jessica@denittislaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9Q3SBit7hAzY7IZb9qfnx6_ps7Qbxzl4

"Settlement Agreement" History

-  Document created by Jessica Anderson (jessica@denittislaw.com)
2026-06-15 - 3:21:34 PM GMT- IP address: 173.61.66.234
-  Document emailed to Belinda Ray (belindaray518@gmail.com) for signature
2026-06-15 - 3:22:34 PM GMT
-  Email viewed by Belinda Ray (belindaray518@gmail.com)
2026-06-15 - 3:26:19 PM GMT- IP address: 69.147.93.12
-  Signer Belinda Ray (belindaray518@gmail.com) entered name at signing as Belinda Ray-Ray
2026-06-15 - 3:35:09 PM GMT- IP address: 146.75.245.42
-  Document e-signed by Belinda Ray-Ray (belindaray518@gmail.com)
Signature Date: 2026-06-15 - 3:35:11 PM GMT - Time Source: server- IP address: 146.75.245.42 - Signature Appearance Selected: MOBILE_DRAW
-  Agreement completed.
2026-06-15 - 3:35:11 PM GMT



Adobe Acrobat Sign

ON BEHALF OF PLAINTIFF:

PLAINTIFFS:

Mary Peek

Dated:

Donald Alexander

Dated:

Brenda Blanding

Dated:

Darlene M Hughes
Darlene M Hughes (Jun 15, 2026 13:07:57 EDT)

Darlene M. Hughes

Dated: Jun 15, 2026

Thomas DeFerro

Dated:

Date:

CLASS COUNSEL:

DeNITTIS OSEFCHEN PRINCE, P.C.
Stephen P. DeNittis, Esq.
5 Greentree Centre
525 Route 73 North, Suite 410

Settlement Agreement

Final Audit Report

2026-06-15

Created:	2026-06-15
By:	Jessica Anderson (jessica@denittislaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP7UoZw9-vQ_IoAkU38U_2XxctH11SsvG

"Settlement Agreement" History

-  Document created by Jessica Anderson (jessica@denittislaw.com)
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-  Document emailed to dmhughes715@gmail.com for signature
2026-06-15 - 3:20:50 PM GMT
-  Email viewed by dmhughes715@gmail.com
2026-06-15 - 3:21:27 PM GMT- IP address: 74.125.210.33
-  Signer dmhughes715@gmail.com entered name at signing as Darlene M Hughes
2026-06-15 - 5:07:55 PM GMT- IP address: 174.219.82.14
-  Document e-signed by Darlene M Hughes (dmhughes715@gmail.com)
Signature Date: 2026-06-15 - 5:07:57 PM GMT - Time Source: server- IP address: 174.219.82.14 - Signature Appearance Selected: MOBILE_TYPE
-  Agreement completed.
2026-06-15 - 5:07:57 PM GMT



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ON BEHALF OF PLAINTIFF:

PLAINTIFFS:

Mary Peek

Dated:

Donald Alexander

Dated:

Brenda Blanding

Dated:

Darlene M. Hughes

Dated:

~~Thomas DeFerro~~ Thomas DeFerro (Jun 16, 2026 16:36:49 EDT)
Thomas DeFerro

Dated: Jun 16, 2026

Date:

CLASS COUNSEL:

DeNITTIS OSEFCHEN PRINCE, P.C.
Stephen P. DeNittis, Esq.
5 Greentree Centre
525 Route 73 North, Suite 410

Settlement Agreement

Final Audit Report

2026-06-16

Created:	2026-06-15
By:	Jessica Anderson (jessica@denittislaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAL5_vX8Ug7YfWi1r4n67Cy223uE7M2ynU

"Settlement Agreement" History

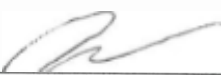
-  Document created by Jessica Anderson (jessica@denittislaw.com)
2026-06-15 - 3:34:04 PM GMT- IP address: 173.61.66.234
-  Document emailed to tmdeferro@gmail.com for signature
2026-06-15 - 3:34:45 PM GMT
-  Email viewed by tmdeferro@gmail.com
2026-06-15 - 6:55:22 PM GMT- IP address: 74.125.210.34
-  Email viewed by tmdeferro@gmail.com
2026-06-16 - 8:16:41 PM GMT- IP address: 74.125.210.34
-  Signer tmdeferro@gmail.com entered name at signing as Thomas DeFerro
2026-06-16 - 8:36:47 PM GMT- IP address: 172.56.217.12
-  Document e-signed by Thomas DeFerro (tmdeferro@gmail.com)
Signature Date: 2026-06-16 - 8:36:49 PM GMT - Time Source: server- IP address: 172.56.217.12 - Signature Appearance Selected: MOBILE_DRAW
-  Agreement completed.
2026-06-16 - 8:36:49 PM GMT



Adobe Acrobat Sign

Marlton, New Jersey 08053
(856) 797-9951

And



JAVERBAUM, WURGRAFT, HICKS,
KAHN, WIKSTROM & SININS, P.C.
Michael A. Galpern, Esq.
1000 Haddonfield-Berlin Road, Ste. 203
Voorhees, New Jersey 08043
(856) 596-4100

**DEFENDANT BOROUGH OF
RUNNEMEDE**

DEFENDANT GLOUCESTER TOWNSHIP



Name: Nick Kappotas
Title: Mayer
Date: 6/17/2020

Name _____
Title: _____
Date: _____

**DEFENDANT BOROUGH OF
BARRINGTON**

DEFENDANT TOWNSHIP OF VOORHEES

Name _____
Title: _____
Date: _____

Name _____
Title: _____
Date: _____

Marlton, New Jersey 08053
(856) 797-9951

And

JAVERBAUM, WURGRAFT, HICKS,
KAHN, WIKSTROM & SININS, P.C.
Michael A. Galpern, Esq.
1000 Haddonfield-Berlin Road, Ste. 203
Voorhees, New Jersey 08043
(856) 596-4100

**DEFENDANT BOROUGH OF
RUNNEMEDE**

Name _____
Title: _____
Date: _____

DEFENDANT GLOUCESTER TOWNSHIP

Name Thomas C. Cardis
Title: Business Administrator
Date: 7/16/2026

**DEFENDANT BOROUGH OF
BARRINGTON**

Name _____
Title: _____
Date: _____

DEFENDANT TOWNSHIP OF VOORHEES

Name _____
Title: _____
Date: _____

Marlton, New Jersey 08053
(856) 797-9951

And

JAVERBAUM, WURGRAFT, HICKS,
KAHN, WIKSTROM & SININS, P.C.
Michael A. Galpern, Esq.
1000 Haddonfield-Berlin Road, Ste. 203
Voorhees, New Jersey 08043
(856) 596-4100

**DEFENDANT BOROUGH OF
RUNNEMEDE**

Name _____

Title: _____

Date: _____

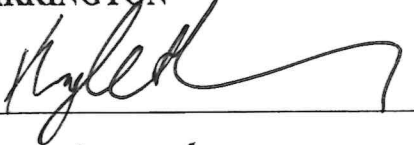
DEFENDANT GLOUCESTER TOWNSHIP

Name _____

Title: _____

Date: _____

**DEFENDANT BOROUGH OF
BARRINGTON**



Name Kyle Hanson

Title: Mayor

Date: 6-22-24

DEFENDANT TOWNSHIP OF VOORHEES

Name _____

Title: _____

Date: _____

Marlton, New Jersey 08053
(856) 797-9951

And

JAVERBAUM, WURGRAFT, HICKS,
KAHN, WIKSTROM & SININS, P.C.
Michael A. Galpern, Esq.
1000 Haddonfield-Berlin Road, Ste. 203
Voorhees, New Jersey 08043
(856) 596-4100

**DEFENDANT BOROUGH OF
RUNNEMEDE**

Name _____

Title: _____

Date: _____

DEFENDANT GLOUCESTER TOWNSHIP

Name _____

Title: _____

Date: _____

**DEFENDANT BOROUGH OF
BARRINGTON**

Name _____

Title: _____

Date: _____

DEFENDANT TOWNSHIP OF VOORHEES



Name Stephen Steglik

Title: Township Administrator

Date: 6/18/26

DEFENDANT BOROUGH OF BELLMAWR

Name Charles J. Sauter, III
Title: Mayor
Date: 07/21/2026

Exhibit A

CLAIM FORM

THE DEADLINE TO SUBMIT THIS CLAIM FORM IS [to be inserted]

This is the official Claim Form you must use to make a claim in the Class Settlement of *Mary Peek et al. v. Borough of Runnemede et al*, CAM-L-2419-24, filed in the Superior Court of Camden County, New Jersey. Please read this form carefully and fill it out completely.

In order to qualify for a Settlement Payment under the Settlement, you must be a Person or Entity who, between January 1, 2018 and January 18, 2022, either paid and/or were caused to reimburse monies as registration fees for the Vacant Properties Registration Program in any of the following municipalities: **Borough of Runnemede, Borough of Bellmawr, Borough of Barrington, Gloucester Township or Voorhees Township**. The class excludes Persons or Entities who paid registration fees, but were subsequently reimbursed. If this applies to you, then you are a Settlement Class Member.

To be eligible for benefits under the Settlement, a Settlement Class Member must complete this Claim Form and mail, or file on the Settlement Website on or before [redacted]. To file a claim you must fill out the form below and return it to the Settlement Administrator before the Claim Deadline. This Settlement shall provide any Class Member who files a Valid Claim Form, provides proof of ownership of a property subject to one of the above referenced municipalities Vacant Properties Registration Program and attests they paid a VPRP Fee, a Settlement Payment of \$200.

Any Class Member who files a Valid Claim Form and submits proof of paying a VPRP fee will receive a Settlement Payment equal to a 60% refund of the VPRP fee(s) which that Settlement Class Member paid based the total amount of any and all VPRP fees paid to Defendants as calculated using Defendants' books and records. Proof of payment shall include, but not be limited to, cancelled checks, bank statements, receipt of payment, and credit card statement. In the event that the amount of refunds from the submission of Valid Claims Forms exceeds the Settlement Fund, the Settlement Class Members will receive a *pro rata* share of the Net Distributable Funds calculated based on the total number of claims filed by Class Members. Distribution of the Settlement Class Member awards shall be paid by the Settlement Administrator within (60) days after [redacted]. Checks shall remain negotiable for one hundred eighty (180) days from date of issue. Any checks not cashed within one hundred eighty (180) days shall be void, and their amounts shall revert to Defendants.

If you have any questions, please contact the Settlement Administrator via email at [redacted].

**THIS COMPLETED FORM MUST BE POSTMARKED OR
E-MAILED NO LATER THAN [redacted].**

1. Contact Information.

Provide your full name, present address, and either a phone number or e-mail address at which you may be contacted if necessary:

First Name

Last Name

Address

City State Zip Code
()

Phone Number E-Mail Address

Please complete Section 2 or 3 below depending on if you are seeking to be reimbursed \$200 or 60% of the VPRP's fees you paid. You must only select filing a claim under Section 2 or 3, not both.

2. If You are Claiming \$200 all you need to provide is proof of residency in Franklin Township AND sign the attestation below that you paid a VPRP fee(s) between January 1, 2018 and January 18, 2022.

By signing below, you are certifying under oath that you paid VPRP fee between January 1, 2018 and January 18, 2022, to the best of your knowledge.

Settlement Class Member Signature Date

3. If You are Claiming a Settlement Payment equal to a 60% refund of the total amount of VPRP fee(s) you paid between January 1, 2018 and January 18, 2022 (which most likely will be more than \$200) you must provide proof of payment. Proof of payment shall include, but not be limited to, cancelled checks, bank statements, receipt of payment, and credit card statement. Valid Claims will be calculated, in part, using Defendants' books and records. If you do not have proof of payment of the VPRP fee then you can only file for a claim for \$200 as set for in Paragraph 2 above.

Settlement Class Member Signature Date

If the Settlement is approved by the Court Distribution of the Settlement Class Member awards to Class Members who submitted Valid Claims shall be paid by the Settlement Administrator no later than (60) days after _____.

Return the completed Claim Form by **DATE** to:

FRANKLIN TOWNSHIP VPRP FEE CLASS SETTLEMENT

ATTN: _____

ADDRESS LINE 1

ADDRESS LINE 2

FAX: XXX-XXX-XXXX

EMAIL: _____

*****REMEMBER TO COMPLETE AND RETURN THIS CLAIM FORM BY **DATE*******

Exhibit B

LEGAL NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
BY ORDER OF THE COURT

YOU MAY BE ENTITLED TO A REFUND IF YOU ARE:

A Person or Entity who, between June 25, 2018 and January 18, 2022, either paid and/or were caused to reimburse monies as registration fees for the Vacant Properties Registration Programs in any of the following municipalities: Borough of Runnemede, Borough of Bellmawr, Borough of Barrington, Gloucester Township or Voorhees Township. The class excludes Persons or Entities who paid registration fees, but were subsequently reimbursed.

WHAT IS THIS NOTICE ABOUT? This notice is to inform you about several class action lawsuits that were filed that were consolidated for settlement purposes under the lawsuit captioned *Mary Peek et al. v. Borough of Runnemede et al*, CAM-L-2419-24, filed in the Superior Court of Camden County, New Jersey (the “Action”). The Action alleges that all persons or entities who, between June 25 25, 2018 and January 18, 2022, either paid and/or were caused to reimburse monies as registration fees for the Vacant Properties Registration Program (“VPRP”) in Borough of Runnemede, Borough of Bellmawr, Borough of Barrington, Gloucester Township or Voorhees Township should be reimbursed or refunded because such VPRP fees are allegedly unconstitutional. Defendants deny Plaintiffs’ allegations and have asserted numerous defenses to Plaintiffs’ claims. Defendants do not admit wrong doing or fault, or violation of the law. Defendants deny all allegations and claims asserted against them, but are settling the Litigation to avoid the risk, burden, uncertainty and expense of continued litigation.

WHY SHOULD I READ THIS NOTICE? You may be a member of the Settlement Class. The parties have proposed a settlement of the Action (the “Settlement”), which has been preliminarily approved by the Court. If the Settlement receives final approval from the Court, your legal rights may be affected. This notice describes what the Action is about, explains the terms of the Settlement, tells you who would be covered and what legal claims would be resolved by the Settlement, and explains how members of the Settlement Class can obtain benefits under the Settlement, if approved by the Court.

AM I COVERED BY THIS CLASS ACTION LAWSUIT AND THE PROPOSED SETTLEMENT? You are a member of the Settlement Class if you are a person or entity who, between June 25, 2018 and January 18, 2022, either paid and/or were caused to reimburse monies as registration fees for the Vacant Properties Registration Program in any of the following municipalities: Borough of Runnemede, Borough of Bellmawr, Borough of Barrington, Gloucester Township or Voorhees Township. You can obtain more information about the Settlement Class and Settlement by visiting the Settlement Website at www.CamdenCountyVPRPClassaction.com.

WHAT ARE THE TERMS OF THE SETTLEMENT? The proposed Settlement requires Defendants to establish a Settlement Fund in the amount of Five Hundred Forty-Five Thousand Six Hundred Twenty Four Dollars and Thirty-five Cents (\$545,624.35). This Settlement shall provide any Class Member who files a Valid Claim Form, provides proof of ownership of a property subject to the Vacant Properties Registration Programs in any of the following municipalities: Borough of Runnemede, Borough of Bellmawr, Borough of Barrington, Gloucester Township or Voorhees Township, and attests they paid a VPRP Fee, a Settlement Payment of \$200. Any Class Member who files a Valid Claim Form and submits proof of paying a VPRP fee will receive a Settlement Payment equal to a 60% refund of the VPRP fee(s) which that Settlement Class Member paid based on the total amount of any and all VPRP fees paid to Defendants as calculated using Defendants’ books and records. Proof of payment shall include, but not be limited to, cancelled checks, bank statements, receipt of payment, and credit card statement. In the event that the amount of refunds from the submission of Valid Claims Forms exceeds the Settlement Fund, the Settlement Class Members will receive a *pro rata* share of the Net Distributable Funds calculated based on the total number of claims filed by Class Members. Distribution of the Settlement Class Member awards shall be paid by the Settlement Administrator no later than (60) days after [REDACTED]. Checks shall remain negotiable for one hundred eighty (180) days from date of issue. Any checks not cashed within one hundred eighty (180) days shall be void, and their amounts shall revert to Defendants. In addition, Defendants have agreed to pay from the Settlement Fund an incentive award of \$5,000.00 to each of the named plaintiffs, and the costs of administering the Settlement to the Settlement Administrator, subject to Court approval. In addition, Defendants have agreed, subject to Court approval to pay Class Counsel \$250,000 in Attorneys Fees and Costs. This amount will be paid separately and not form the Settlement Fund and will not reduce the amount any Class Member may be entitled to receive. Upon the

Effective Date, each and every Class Member shall be deemed to have released each and every Released Party, and the Released Parties shall be released and forever discharged from any and all claims, causes of action, demands, rights, actions, suits, and requests for equitable, legal and administrative relief of any kind or nature whatsoever arising from or relating to the facts alleged in the complaint in this Action, whether known or unknown, asserted or unasserted, that any Class Member ever had, could have had, now has, or can, shall or may have up to the date of the Effective Date of this settlement.

The foregoing is a summary of the basic terms of the Settlement. The full terms of the Settlement are set forth in a Settlement Agreement that can be viewed on Settlement Website at www.CamdenCountyVPRPClassaction.com.

WHAT ARE MY RIGHTS? If you are a member of the Settlement Class and wish to participate in the Settlement, you need to file a claim on or before [REDACTED] to potentially receive a Settlement Award. If you are a member of the Settlement Class and do not file a claim you will still be bound by the Release in this matter. If you are a member of the Settlement Class and you do NOT want to remain part of the Settlement Class, you may exclude yourself ("opt-out"). To opt-out, you must mail a written request, postage pre-paid, to the Settlement Administrator Angeion Group located at [REDACTED] or email to [REDACTED]. To be effective, the request for exclusion must include (1) the Settlement Class Member's full name, telephone number, mailing address, and email address; (2) a clear statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (3) the name of this Action: "*Peek et al. v. Borough of Runnemede et al.*"; and (4) the Settlement Class Member's signature. Any Settlement Class Member who submits a timely and valid request for exclusion is foreclosed from objecting to the Settlement or to Settlement Class Counsel's motion for attorneys' fees, costs, and service awards. If a Settlement Class Member submits both a timely and valid request for exclusion and an objection, the Settlement Class Member shall be treated as if they had only submitted a request for exclusion.

If you do not opt out of the class, you may object to the proposed Settlement. Any objection to the Settlement must be filed with the Court no later than [REDACTED], with a copy sent to the Settlement Administrator (identified below). Settlement Class Members who object shall remain Settlement Class Members and shall be subject to the Release set forth in this Settlement Agreement if this Settlement is approved by the Court and becomes effective. To be considered valid, an objection must be in writing, must be filed with the Court at the address listed in the Notice, filed no later than forty-five (45) days after the Notice Date ("Objection Deadline"), and must include the following: (1) the name of this Action: "*Peek et al. v. Borough of Runnemede et al.*"; (2) the full name, mailing address, telephone number, and email address of the objector; (3) the objector's signature; (4) a description of the specific reasons for the objection; (5) the name, address, bar number and telephone number of counsel for the objector, if the objector is represented by an attorney; (6) state whether the objector intends to appear at the Fairness Hearing either in person or through counsel and (7) a list of other cases in which the Class Member or counsel for the Class Member has appeared either as an objector or counsel for an objector in the last five years. Any Settlement Class Member who does not timely submit an objection in accordance with this section shall waive the right to object or to be heard at the Fairness Hearing and shall be forever barred from making any objection to the proposed Settlement or to Settlement Class Counsel's motion for attorneys' fees, costs, and service awards. Any Settlement Class Member who objects to the Settlement shall nevertheless be eligible for all benefits of the Settlement if it is approved and becomes final.

On [REDACTED], at [REDACTED], the Superior Court of New Jersey, Law Division, Camden County, the Honorable [REDACTED] Hall of Justice, 101 S. 5th Street, Camden, NJ 08103, will hold a public hearing to determine whether the proposed Settlement is fair, adequate, and reasonable and should be approved (the "Fairness Hearing"). The date of the Fairness Hearing may change without further notice to you. Settlement Class Members who support the proposed Settlement do not need to appear at the Fairness Hearing or take any other action to indicate their approval. Members of the Settlement Class who object to the proposed Settlement are not required to attend the Fairness Hearing. If you want to be heard orally in opposition to the Settlement, either personally or through counsel, you must indicate your intention to appear at the Fairness Hearing in your written objection.

HOW DO I GET MORE INFORMATION? Further information about the Settlement can be obtained by visiting the Settlement Administrator's website at www.CamdenCountyVPRPClassaction.com or by contacting the Settlement Administrator via email at [REDACTED].

**PLEASE DO NOT WRITE OR TELEPHONE THE COURT FOR INFORMATION
ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.**

Dated: , 2026