

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MARK BUTTERLINE, in his own right and
as personal representative of the estate of Lisa
Butterline, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

CITY OF PHILADELPHIA,

Defendant.

Case No.: 2:15-cv-01429-JS

SETTLEMENT AGREEMENT

Plaintiff, by and through his counsel, and Defendant, by and through its counsel, hereby enter into this Settlement Agreement providing, subject to the approval of the Court, for Settlement of the claims herein described against Defendant.

WHEREAS, Plaintiff filed the above-captioned class action lawsuit against the Defendant the City of Philadelphia alleging that Defendant had violated Plaintiff's constitutional rights under color of state law by not collecting a winning bid of a bank at a Sheriff's sale thereby not collecting surplus funds owed to Plaintiff and the Class.

WHEREAS, Plaintiff further alleges that, in violation of law and pursuant to the policy of the Defendant, all persons such as Plaintiff and the members of the class they purport to represent were owed surplus funds.

WHEREAS, the Defendant has denied and continues to deny Plaintiff's claims, and Defendant denies any wrongdoing or liability of any kind to Plaintiff or to any members of the Class (as defined hereinafter).

WHEREAS, the Parties to this Settlement Agreement have conducted and are continuing to conduct a thorough examination and investigation of the facts and law relating to the matters in this Litigation.

WHEREAS, the Defendant has concluded that the Settlement is desirable in order to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve finally and completely all pending and potential claims of the Plaintiff and all Class Members relating to alleged conduct involved in this Litigation.

WHEREAS, Plaintiff and Class Counsel recognize the costs and risks of prosecuting this Litigation, and believe that it is in their interest, and the interest of all Class Members, to resolve this Litigation, and any and all claims against the Defendant, as well as all employees of the Defendant who may have devised, promulgated or enforced the alleged policy or participated in the conduct that is the subject of this Settlement Agreement.

WHEREAS, substantial, adversarial settlement negotiations have taken place between the Parties, including two mediations conducted by United States Magistrate Judge Carol Sandra Moore Wells, and, as a result, this Settlement Agreement has been reached, subject to the Court approval process set forth herein.

WHEREAS, the Parties believe that this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate, and in the best interest of Class Members.

WHEREAS, this Settlement Agreement is made and entered into by and among the Defendant and Plaintiff Mark Butterline, individually and on behalf of a class (the "Class") of similarly situated persons (the "Class Members") defined as:

All individuals or entities whose real property was foreclosed and sold to an executing creditor at a sheriff sale by the City of Philadelphia since January 1, 2011 for a price greater than the sum of the (1) judgment (including reassessments) (2) sheriff's costs, (3)

second mortgages and in rem liens, (4) and post-judgment interest, and who did not recover such excess funds from the Sheriff's Office.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned as follows:

I. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. Actual Damages. "Actual Damages" shall mean the winning bid on Plaintiff or Class Members' real property during its foreclosure minus the following amounts (as listed in Exhibit F, attached hereto):

1. Judgment entered against the real property (including any reassessments);
2. Sheriff's Costs;
3. In Rem Liens and Second Mortgages as listed on the available title reports;
4. Post-Judgment Interest;
5. Any lien or judgment where the creditor appeared in the sheriff's sale proceeding;
6. Any City liens or judgments that were extinguished by the sale, have subsequently been extinguished or satisfied, or that the City marks as satisfied now; and
7. Any other lien or judgment that was extinguished by the sale, that has since been extinguished other than by payment by the class member, or that the City satisfies now as part of this settlement;

B. Claim Form. "Claim Form" shall mean a form in substantially the same form as that attached hereto as Exhibit A.

C. Claims Period. “Claims Period” shall mean the time period during which claims may be made by Settlement Class Members, extending from the Notice Date until the date 90 days thereafter, including weekends and holidays, provided that if the last day of the Claims Period falls on a weekend or Federal holiday, then the end of the Claims Period shall be the next following day that is not a weekend or Federal holiday.

D. Class. “Class” shall mean:

All individuals or entities whose real property was foreclosed and sold to an executing creditor at a sheriff sale by the City of Philadelphia since January 1, 2011 for a price greater than the sum of the (1) judgment (including reassessments) (2) sheriff’s costs, (3) second mortgages and in rem liens, (4) and post-judgment interest, and who did not recover such excess funds from the Sheriff’s Office.

E. Class Counsel. “Class Counsel” shall mean: Daniel C. Levin, Esquire, Levin Sedran & Berman, Philadelphia; William Wilson, The Law Offices of William Wilson; and Michael Louis, MacElree Harvey, Ltd.

F. Class Notice. “Class Notice” shall mean the Court-approved form of notice in substantially the same form as Exhibit B.

G. Class Representatives. “Class Representatives” shall mean Plaintiff Mark Butterline and Mark Butterline as personal representative of the Estate of Lisa Butterline.

H. Class Settlement. “Class Settlement” shall mean the terms provided in this Settlement Agreement.

I. Court. “Court” shall mean the United States District Court for the Eastern District of Pennsylvania, The Honorable Chief Judge Juan Sanchez presiding, or his duly appointed or designated successor.

J. Defendant. “Defendant” shall mean the City of Philadelphia, and shall include all employees of the Defendant who may have devised, promulgated or enforced the alleged policy or participated in the conduct that is the subject of this Settlement Agreement.

K. Defendant’s Counsel. “Defendant’s Counsel” shall mean Amy M. Kirby, Senior Attorney, and Michael Pfautz, Deputy City Solicitor, 1515 Arch Street 15th Fl, Philadelphia, PA 19102.

L. Distribution Amount. “Distribution Amount” shall mean the amount available from the Settlement Fund after payment of the costs of Class Notice and administration of the Settlement, attorneys’ fees and expenses, and incentive awards to Class Representatives. The Distribution Amount shall be made to approved claims submitted proportionate to the damages identified in Exhibit “F” and not to exceed Actual Damages.

M. Effective Date. “Effective Date” shall mean thirty days from the date on which the Settlement has been finally approved by the Court, and/or the date on which any appeals from final approval are resolved, whichever is later.

N. Final Approval Hearing. “Final Approval Hearing” shall mean the hearing at which the Court will consider and finally decide whether to enter the Final Judgment.

O. Final Judgment. “Final Judgment” shall mean that Court order that finally certifies the Settlement Class, approves this Settlement Agreement, approves payment of attorneys’ fees and expenses, and makes such other final rulings as are contemplated by this Settlement Agreement, in substantially the same form as Exhibit C.

P. Litigation. “Litigation” shall mean the above-captioned lawsuit pending in the United States District Court for the Eastern District of Pennsylvania as No. 2:15-cv-01429.

Q. Mediator. The “Mediator” shall mean The Honorable Carol Sandra Wells, United States Magistrate Judge of the United States District Court for the Eastern District of Pennsylvania.

R. Notice Program. “Notice Program” shall mean the program for disseminating the Class Notice to Settlement Class Members, including public dissemination of the Summary Notice, in accordance with the terms herein.

S. Notice Date. “Notice Date” shall mean the date upon which Class Notice is mailed to known Class Members in accordance with the terms herein.

T. Objection Date. “Objection Date” shall mean within 45 days of Notice Date by which Settlement Class Members must submit any objection to the Settlement Agreement’s terms or provisions and submit any required statements, proof, or other materials and/or argument.

U. Opt-Out Deadline. “Opt-Out Deadline” shall mean within 45 days of Notice Date by which any Settlement Class Members who do not wish to be included in the Settlement Class and participate in the Settlement must complete the acts necessary to properly effect such election to opt out.

V. Opt-Out List. “Opt-Out List” shall mean a written list prepared by the Parties of the names of all Settlement Class Members who submit timely Requests for Exclusion or Opt-Out Notices.

W. Opt-Out Notice. “Opt-Out Notice” or “Opt-Out” shall mean a Request for Exclusion.

X. Parties. “Parties” shall mean the Plaintiff and Defendant.

Y. Plaintiff. “Plaintiff” shall mean Mark Butterline and Mark Butterline as personal representative of the Estate of Lisa Butterline.

Z. Preliminary Approval Order. “Preliminary Approval Order” shall mean the Order of the Court preliminarily approving this Settlement Agreement and conditionally certifying a provisional Settlement Class, in substantially the same form as Exhibit D.

AA. Release. “Release” shall mean the release described in Section VII herein.

BB. Released Claims. “Released Claims” shall mean and include any and all claims or causes of action by or on behalf of any and all Settlement Class Members (and their predecessors, successors, heirs, administrators, executors, agents, trustees, representatives, and assigns) that are released by the Release described in Section VII herein.

CC. Released Parties. “Released Parties” shall mean all persons or entities against whom Released Claims will be released pursuant to the Release described in Section VII herein.

DD. Request for Exclusion. “Request for Exclusion” shall mean any request by any Settlement Class Member for exclusion from the Settlement Class in compliance with Section V herein.

EE. Settlement. “Settlement” shall mean the agreement by the Plaintiff and Defendant to resolve the Litigation, the terms of which have been memorialized in this Settlement Agreement.

FF. Settlement Administrator. “Settlement Administrator” shall mean Continental DataLogix, who Class Counsel and Defendant’s Counsel will jointly engage to administrate the Settlement.

GG. Settlement Agreement. “Settlement Agreement” shall mean this Settlement Agreement, including any amendment hereto pursuant to Paragraph 49 hereof, and all the exhibits attached hereto.

HH. Settlement Class. “Settlement Class” shall mean: All individuals or entities whose real property was foreclosed and sold to an executing creditor at a sheriff sale by the City of

Philadelphia since January 1, 2011 for a price greater than the sum of the (1) judgment (including reassessments) (2) sheriff's costs, (3) second mortgages and in rem liens, (4) and post-judgment interest, and who did not recover such excess funds from the Sheriff's Office.

II. Settlement Class Members. "Settlement Class Members" shall mean all persons in the Settlement Class who do not exclude themselves pursuant to Section V herein.

JJ. Settlement Fund. "Settlement Fund" shall mean a fund or funds, governed by terms to be agreed to between Class Counsel and Defendant's Counsel which shall be funded for this case.

KK. Settlement Amount. "Settlement Amount" shall mean the amount of Nine Hundred Fifty Thousand Dollars (\$950,000.00) to be paid by or on behalf of the Defendant, broken down as follows: (1) \$285,000.00 Class Counsel fees and additional expenses if approved by the court not to exceed \$36,000; (2) \$2,500.00 plaintiff's incentive fee; (3) administrative costs that shall not exceed \$30,000 to Continental DataLogix; (4) \$20,000 to Accident Investigative Resources, Inc.; and (5) the remaining fund to be determined by the Court (the distribution amount).

LL. Summary Notice. "Summary Notice" shall mean a notice in substantially the same form as that which appears at Exhibit E.

MM. Winning Bid. "Winning Bid" shall mean the highest bid provided by an executing creditor on real property that is foreclosed at a Sheriff's Sale.

NN. Sheriff's Sale. "Sheriff's Sale" shall mean any sale of a real property of a class member as a result of a default on the owner's mortgage agreement.

OO. Sheriff's Cost. "Sheriff's Cost" shall mean amounts collected by the Sheriff as costs as reflected in column "O" of Exhibit F.

PP. In Rem Judgments or Second Mortgages. “In Rem Judgments or Second Mortgages” shall include any secondary mortgages owed by a class member at the time of Sheriff’s Sale as reflected in column “P” of Exhibit F.

QQ. Post Judgment Interest. “Post Judgment Interest” shall mean any interest accruing subsequent to the entry of judgment as listed in column “N” of Exhibit F.

RR. City Liens and Judgments. “City Liens and Judgments” shall mean any judgment attached to the real property owed by the City of Philadelphia at the time of the Sheriff’s sale as listed in column “R” of Exhibit F.

SS. Participating Creditor Liens and Judgments. “Participating Creditor Liens and Judgments” shall mean any lien or judgment where the creditor appeared in the sheriff’s sale proceeding, as listed in column “Q” of Exhibit F.

II. REQUIRED EVENTS

Promptly after execution of this Settlement Agreement by all Parties:

1. Class Counsel and Defendant’s Counsel shall use their best efforts to cause the Court to enter the Preliminary Approval Order and the Final Judgment in substantially the forms attached hereto as Exhibits D and C, respectively.
2. The Parties to the Settlement Agreement shall jointly move for entry of a Preliminary Approval Order in substantially the same form as Exhibit D, which by its terms shall:
 - a. Preliminarily approve the terms of the Settlement Agreement, including the certification of the Settlement Class for purposes of this Settlement Agreement only, as within the range of fair, reasonable and adequate Settlement for purposes of issuing notice;
 - b. Approve the contents of the Class Notice and methods in the Notice Plan;
 - c. Schedule a Final Approval Hearing to review comments regarding the proposed Class Settlement and to consider the fairness, reasonableness, and adequacy of the proposed Class Settlement and the application for an award of attorneys’ fees and reimbursement of expenses, and to consider whether the Court should issue a Final

Judgment (in substantially the same form as Exhibit C) approving the Class Settlement, granting Class Counsel's application for fees and expenses, granting the incentive awards application by the Class Representatives, and dismissing the Litigation with prejudice.

3. Class Counsel and Defendant's Counsel will use their best efforts, consistent with the terms of this Settlement Agreement, to promptly obtain a Final Judgment.
4. In the event that the Court fails to issue the Preliminary Approval Order or fails to issue the Final Judgment, Class Counsel and Defendant's Counsel agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect identified by the Court; provided, however, that in no event shall Defendant be required to agree to any such cure that would increase the cost or burden of the Settlement Agreement to the Defendant.
5. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby. Any disputes regarding the Parties' obligations under this paragraph shall be submitted for decision by Chief Judge Juan Sanchez or his designated representative and his decision shall be binding on the Parties.

III. SETTLEMENT TERMS

A. Provision of New Policies

6. Defendant affirmatively states that, since 2021 the Defendant collects the entire Winning Bid from the executing creditor after subtracting any sums creditable under Pa. R. Civ. P.

3133 (the "Policy"). As part of this Settlement, Defendant will acknowledge that its change in practice was due in part to the institution of this Litigation by Plaintiff and proposed Class Counsel.

7. Defendant and Plaintiff maintain to the Court that the Policy is constitutional and has been reviewed by the Plaintiff for compliance with state and federal law.
8. All appropriate Sheriff's office personnel have access to the policy relating to surplus funds and the collection of winning bids.
9. Defendant will take reasonable steps to ensure that all personnel abide by the Policy.

B. Settlement Fund

10. Upon entry of the Preliminary Approval Order, the Defendant will make available an amount from the Settlement Fund, not to exceed the sum of \$100,000, to be used by the Parties to cover the costs of Notice and administration of the Settlement. If, at any time, whether by order of any court or because the Defendant is exercising any option to withdraw, the Settlement does not become final, then any unspent money remaining from this sum shall be returned to the Defendant with no obligation on the part of any party to repay any portion of the money actually spent. Any unspent money remaining from this sum after all claims asserted have been administered and paid shall be returned to the Defendant with no obligation on the part of any party to repay any portion of the money actually spent.
11. Within fourteen (14) days of the Effective Date, the Defendant shall provide Plaintiff with documentation verifying that \$850,000 of the Settlement Amount has been placed in a non-interest bearing escrow account with Settlement Administrator Continental DataLogix and will be utilized for no other purpose other than payments for this case.

12. All administrative expenses, including the costs of Settlement Administration and the provision of notice to class members, as well as the amounts awarded by the Court for attorneys' fees and costs, and incentive awards to the Class Representatives, will be deducted from the Settlement Fund prior to determining the "Distribution Amount."

C. Payments to Class Members

13. The class will receive the Settlement Fund minus a proportionate share of attorneys' fees, expenses and administrative costs. Each Class Member will be entitled to receive a proportionate share of that Settlement Fund upon submission of an approved Claims Form except no Class Member shall receive in excess of their Actual Damages. Any unused funds will revert to the Defendant.
14. Defendant shall be entitled to recoup from the Settlement Fund, prior to determination of the proportionate share of any Class Member, the Actual Damages of any Settlement Class Member who opts out. No Class Member shall be entitled to more than his or her Actual Damages of the Settlement.
15. No portion of the Settlement Fund shall be disbursed before the Effective Date, except as set forth in Sections III.B and III.E of this Settlement Agreement.
16. The City may mark any City Liens and Judgments owed by Plaintiff and/or Class Members satisfied if surplus funds are available to cover the lien. Payment by the City of any claim to any class member is subject to the provisions of 53 P.S. §§ 16081, 16082, 16083, relating to the power of the Office of the City Controller to verify that the claimant does not have any outstanding tax debt due to the City or have any other Tax Code noncompliance and to withhold payment on account of tax delinquencies owed to the City by the claimant.
17. Both parties anticipate that late claims may be filed subsequent to the end of the claims period. Late claims may be allowed, if submitted on or before the date of the Final Approval

Hearing, under the sole discretion of Class Counsel for good cause shown. All late claims will be approved by the Court prior to being paid as part of the distribution of the Settlement.

The Parties acknowledge that the Class list and list of claimants were compiled by Defendant, pursuant to the mutually agreed upon definition of the Settlement Class, and provided to Class Counsel. The Defendant will provide Class Counsel with a revised class list on or before the date of preliminary approval. No class member will receive in excess of their actual damages.

D. Attorneys' Fees and Expenses

18. Class Counsel will petition the Court for an award of attorneys' fees in the amount not to exceed \$285,000.00 plus reasonable expenses not to exceed \$36,000 of the entire Settlement Fund. Defendant shall not oppose Class Counsel's application for said award of fees.

19. Class Counsel will petition the Court for an award of administrative costs not to exceed \$30,000 to Continental DataLogix and \$20,000 to Accident Investigative Resources, Inc..

E. Partial Distribution Pending Appeal

20. In the event that Final Approval of the Settlement is appealed by either party or a third-party objector, and if the payment of some portion of the Settlement Fund is not subject to dispute, that undisputed portion of the Settlement Fund shall be distributed in accordance with this agreement. In the event that Final Approval of the Settlement is overturned on appeal, all unpaid funds will remain with Defendant, as per the Settlement Fund, with the exception of the initial contribution, as detailed in Section III.B, and any additional notice and administration costs incurred above the Initial Contribution.

IV. NOTIFICATION TO CLASS MEMBERS

A. Responsibilities of the Settlement and Website Administrator

21. The Parties shall appoint upon approval of the Court Continental DataLogix as Administrator of the Settlement and administrator of the Notice Program.
22. Continental DataLogix shall be responsible for, without limitation: (i) mailing the Class Notices; (ii) emailing the Summary Notice; (iii) responding to requests for a copy of the Class Notice; (iv) otherwise administering the Notice Program and (v) distributing payments to the Settlement Class Members. The Notice Program shall comply with all requirements of applicable law.
23. The Parties will retain Accident Investigative Resources, Inc. to locate last known addresses and email addresses for all Class Members.

B. Notice

24. Notice will be provided to the Settlement Class by direct mailing and email (if applicable) the Class Notice and a Claim Form to all individuals at their last known or readily ascertainable address and by email. The Summary notice and mailed notice will be provided in English.
25. The Parties shall also provide a copy of the Class Notice and Claim Form to anyone who requests notice through written communication to the Parties, or through a toll-free telephone number to be established by the Parties. The Parties will also provide downloadable copies of notices, claim forms, court decisions and other information to Settlement Class members through a dedicated internet website, , or, if unavailable, a mutually agreed upon address www.philaforeclosure.com.
26. Defendant will cooperate in the Notice Program by providing Class Counsel and/or the Parties with information necessary from Sheriff's databases to effect notice to the

Settlement Class, including providing to Class Counsel a database of Settlement Class Members in a computerized format. Under supervision of the Defendant and/or the Parties may review the raw data used to compile said database.

27. If, after the initial mailing, any Class Notices are returned as undeliverable, the Parties will attempt to locate the relevant Settlement Class Members by way of a national locator database or service and, if another address is found, remail the Notice to that new address.
28. 30 days after Notice, the Parties will provide a second mailed notice and, if known, an email to Class Members for those Class Members who have a readily accessible email.
29. The Parties will provide a third mailed notice and, if known, email 60 days after the first notice.
30. The Parties shall provide an affidavit to the Court attesting to the measures undertaken to provide Notice of the Settlement.

V. REQUESTS FOR EXCLUSION BY SETTLEMENT CLASS MEMBERS

31. The provisions of this paragraph shall apply to any Request for Exclusion. Any Settlement Class Member may make a Request for Exclusion by mailing or delivering such request in writing to the Parties. Any Request for Exclusion must be postmarked or delivered not later than the Opt-Out Deadline. Any Request for Exclusion shall state the name, address and telephone number of the person requesting exclusion and contain a clear statement communicating that such person elects to be excluded from the Settlement, does not wish to be a Settlement Class Member and elects to be excluded from any judgment entered pursuant to the Settlement.
32. Any Settlement Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

33. The Parties shall jointly report the names appearing on the Opt-Out List to the Court at the time of the Final Approval Hearing.

34. Class Counsel agrees that no attorney or firm who participated in the litigation will represent any individuals who opt out from the Settlement in asserting claims against the Defendant that are the subject of this agreement.

VI. OBJECTIONS BY SETTLEMENT CLASS MEMBERS

35. Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, must file a written notice of objection by the Objection Date. Such objection shall state the name, address and telephone number of the person and provide proof of membership in the Settlement Class, as well as a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such person wishes to be considered in support of the objection. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Members' objections to the Settlement Agreement, in accordance with such Settlement Class Members' due process rights.

36. The Preliminary Approval Order and Class Notice will require all Settlement Class Members who have any objections to file such notice of objection or request to be heard with the Clerk of the Court, and serve by mail or hand delivery such notice of objection or request to be heard, including all papers or evidence in support thereof, upon one of the Class Counsel and Defendant's Counsel, at the addresses set forth in the Class Notice, no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Clerk of the Court,

along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

37. In accordance with law, only Settlement Class Members who have objected to the Settlement pursuant to the terms immediately above may appeal any Final Judgment. The proposed Final Judgment shall provide that any Settlement Class Member who wishes to appeal the Final Judgment, which appeal will delay the distribution of the Settlement to the Class, shall post a bond with this Court in an amount to be determined by the Court as a condition of prosecuting such appeal.

VII. RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT

38. By this Settlement Agreement and specifically as provided in this Paragraph, Defendant, and all of its respective affiliates, predecessors, successors and assigns, officers, agents, representatives, insurers and employees are released from any and all claims or causes of action that were, could have been, or should have been asserted by the named Plaintiff or any member of the Settlement Class against the Released Parties, or any of them, based upon or related to the sheriff sales that are the subject of this Settlement Agreement.

39. This Settlement Agreement does not affect the rights, if any of the Settlement Class Members who timely and properly exclude themselves from the Settlement.

40. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the Release. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining

Settlement Class Members from prosecuting claims that are released pursuant to the Settlement Agreement.

41. Upon the Effective Date: (i) the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Settlement Class Members; (ii) the Released Parties shall not be subject to liability or expense of any kind to any Settlement Class Members or their successors, predecessors or assigns except as set forth herein; and (iii) Settlement Class Members and their successors, predecessors and assigns shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against any Released Party in any federal or state court in the United States or any other tribunal.

42. In the event that there is money remaining in the Settlement Fund for payment to the Class Members who have submitted timely claim forms and after the payment of attorney's fees, litigation costs, settlement administration costs and any Court approved incentive bonuses, Defendant will receive a reverter of all remaining funds.

VIII. INCENTIVE AWARDS TO CLASS REPRESENTATIVE

43. Given the efforts of the named Plaintiff on behalf of the Settlement Class, Defendant will not oppose an application for awards of \$2,500 on behalf of the Class Representative Mark Butterline. It is agreed between the Parties that the Class Representatives provided substantial assistance to Class Counsel in their prosecution of this action.

IX. REPRESENTATIONS, WARRANTIES AND COVENANTS

44. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiff, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiff and constitutes their legal valid and binding obligation.

45. Defendant, through its undersigned attorneys, represent and warrant that they have the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Defendant of this Settlement Agreement and the consummation by them of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendant. This Settlement Agreement has been duly and validly executed and delivered by Defendant and constitutes their legal, valid, and binding obligation.

X. MISCELLANEOUS PROVISIONS

46. This Settlement Agreement, and the exhibits and related documents hereto as well as any payment of moneys, or any other action taken, by the Defendant pursuant to any provision of this Settlement Agreement are not, and shall not at any time be construed or deemed to be, or to evidence, any admission against or concession by Defendant with respect to any wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Judgment as contemplated herein. Defendant denies any liability to Plaintiff and to all Members of the Settlement Class. This provision shall survive the expiration or voiding of the Settlement Agreement.

47. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Effective Date does not occur for any reason or the Final Judgment is not entered, then this Settlement Agreement, including any Releases or dismissals hereunder, is canceled. In the event this Settlement Agreement is cancelled or deemed cancelled, no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation or in any other litigation, and all

Parties shall be restored to their prior rights positions as if the mediation had never occurred and the Settlement Agreement had not been entered into.

48. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.
49. This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in writing signed by all of the Parties or their counsel.
50. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
51. This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.
52. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his or its own costs of the Litigation.
53. If any clause, provision or paragraph of this Settlement Agreement shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision or paragraph of this Settlement Agreement, and this Settlement Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable clause, paragraph, or other provisions had not been contained herein.

54. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.
55. All applications for Court approval or Court orders required under this Settlement Agreement shall be made on notice to Plaintiff and Defendant.
56. The determination of the terms of, and the drafting of, this Settlement Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of Settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement. In entering into this Settlement Agreement, none of the Parties relied on advice received from any other Party or any other Party's counsel.
57. All of the exhibits to this Settlement Agreement are material and integral parts hereof, and are fully incorporated herein by reference.
58. This Settlement Agreement and the exhibits thereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation.
59. Any notice, request or instruction, or other document to be given by any party to this Settlement Agreement to any other party to this Settlement Agreement (other than class

notification) shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, to:

If to Defendant: Amy M. Kirby, Senior Attorney, 1515 Arch St, 15th Floor, Philadelphia, PA 19102.

If to Class Counsel or Plaintiff: Daniel Levin, Esquire, Levin Sedran & Berman, LLP, 510 Walnut Street, Philadelphia, PA 19106.

60. The Parties agree that any disputes regarding the terms and conditions of this Settlement Agreement shall be submitted to the Court, who shall attempt to mediate such dispute, and if such dispute cannot be resolved via mediation, shall decide such dispute. The Court's decision shall be final and binding.

IN WITNESS WHEREOF, Plaintiff and Defendant and their respective counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: April 20, 2022

/s/Daniel C. Levin

Daniel C. Levin, Esquire
LEVIN SEDRAN & BERMAN
510 Walnut Street, Ste. 500
Philadelphia, PA 19106 (215) 592-1500

William Wilson, Esquire
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Attorneys for Plaintiff and the Proposed Settlement Class

/s/ Amy Kirby

Amy Kirby, Esquire
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1515 Arch Street, 15 Floor
Philadelphia, PA 19102
1515 Arch Street, 15 Floor
Philadelphia, PA 19102

Attorneys for Defendant

EXHIBIT A

Butterline v. City of Philadelphia
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

CLAIM FORM
Butterline v. City of Philadelphia
Civil Action No. 2:15-cv-01429

Unique Claim Number: BL-####

Name
Address Line 1
Address Line 2
City, State, Zip Code

FORECLOSED ADDRESS:
Address Line 1
Address Line 2
City, State, Zip Code

CLAIM FORM TO OBTAIN CASH PAYMENT
THE DEADLINE TO SUBMIT A CLAIM IS MONTH ##, 2022

Section I: CONTACT INFORMATION - Update your contact information if above is incorrect

Name: _____
Mailing Address: _____
City, State, ZIP: _____
Telephone: _____ **Email:** _____

Section II: AFFIRMATION (required)

By signing below, I certify that to the best of my knowledge, the information on this Claim Form is true and correct.

Signature

Printed Name

Date

Section III: GOVERNMENT ISSUED PHOTO IDENTIFICATION (required)



Check here to confirm that you have included a copy of your Government Issued Photo Identification. If you do not have a Government Issued Photo Identification you must provide another reliable document for consideration.

CLAIM FORM FILING INSTRUCTIONS	By Mail: Butterline v. City of Philadelphia c/o Settlement Administrator P.O. Box 16 West Point, PA 19486 Claim Deadline: MONTH ##, 2022
QUESTIONS	Call Toll-Free: 877 882 1011 Visit: philaforeclosure.com

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Butterline v. City of Philadelphia, No. 2:15-cv-01429-JS (E.D. Pa)

IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT

**The Court authorized this Notice.
This is not a solicitation from a lawyer.
You are not being sued.**

PLEASE READ THIS NOTICE CAREFULLY

If your real property was foreclosed and sold in a sheriff sale by the City of Philadelphia ("City"), you may be a class member in a class action against the City. A settlement has been reached in the case *Butterline v. City of Philadelphia*, No. 2:15-cv-01429-JS (E.D. Pa) ("Action"), entitling eligible Settlement Class Members who make a claim to excess proceeds from the sheriff sale that were not returned. This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Class; 3) how to submit a claim for payment; 4) how to request exclusion from the Settlement; 5) how to object to the Settlement; and 6) how to get more information about the Settlement.

You have been identified as someone who may be a "Settlement Class Member" from the City's sheriff sale data because you may have owned real property in Philadelphia that was foreclosed and then sold in a sheriff sale by the City to the executing creditor (e.g., your mortgage issuer) for an amount in excess of the amount of debt owed. Pennsylvania law requires the Sheriff to distribute excess funds from the sale to the previous owner. If the City did not distribute any excess funds from the sale of your real property to you, you may be entitled to those funds.

IF YOU ARE A CLASS MEMBER, THIS LEGAL PROCEEDING MAY AFFECT YOUR RIGHTS.

HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE.
Call 1-877 882 1011 toll free for more information.

What Is a Class Action?

A class action is a lawsuit in which one or more individuals bring claims on behalf of other persons or entities. These persons or entities are referred to as a "Class" or "Class Members." In a certified class action, the Court resolves certain issues, legal claims, and/or defenses for all Class Members in a single action, except for those persons or entities who ask in writing to be excluded from the Class.

What Is this Class Action About?

When a creditor or mortgagee forecloses on a parcel of property in Philadelphia, the Sheriff of the City of Philadelphia sells the property in a sheriff sale. Normally, the previous owner is entitled to

any excess proceeds of the sale after any sale costs, mortgages, and liens are settled. But when the executing creditor was the successful bidder at a sheriff's sale, the City did not always collect the full amount of its bid, and sometimes only required payment of the amount of the judgment and the sheriff's sale costs. This contrasts with situations in which the successful bidder is a third party to the contract between the mortgagor and mortgagee, where full payment of the bid amount plus the costs was required. The Plaintiffs allege that this practice contravened Pennsylvania law because as a result the Sheriff did not distribute all excess funds, while the City denies any liability. The City has now changed this practice in part as a result of this Litigation.

Individuals who owned real property in Philadelphia that was foreclosed and then sold in a sheriff sale by the City and were not paid excess funds may be entitled to those funds through this Class Action.

You are receiving this Notice because a Settlement of the case has been reached between the Plaintiff, acting on behalf of the Class, and the City. The Court has preliminarily approved the Settlement, including the preliminary approval of a Settlement Class.

The Court is conducting a SETTLEMENT FAIRNESS HEARING on [REDACTED], to decide whether to grant final approval of the Proposed Settlement.

Settlement Terms

As a part of the settlement, the City has agreed to pay each eligible Settlement Class Member who makes a claim out of a Settlement Fund in proportion to the amount of excess proceeds to which they are entitled.

The Settlement creates a Settlement Fund of \$950,000. The Settlement Agreement provides that the City will pay attorneys' fees of up to \$285,000 and litigation expenses not to exceed \$36,000 out of the Settlement Fund. The Settlement also provides Continental DataLogix to be paid to administrate the class in an amount not to exceed \$30,000 and Accident Investigative Resources, Inc. to identify last known addresses of class members in an amount not to exceed \$20,000. The Settlement Agreement further provides that the Class Representative may request a service award of up to \$2,500 from the Settlement Fund, if approved by the Court.

The average undistributed excess proceeds for each Settlement Class Member are \$7,586 according to the City's foreclosure records. Class Members will receive their Actual Damages as defined in the Settlement Agreement from the Fund, or if the Fund cannot accommodate the Actual Damages, they will receive a proportionate sum. If remaining funds exist after administration, the City of Philadelphia will receive a reverter.

In exchange, the Plaintiff and Class Members who do not exclude themselves from the Settlement agree to give up any claim they have for payment of excess funds. If you are a member of the Class, you can submit a claim to be paid excess funds from the sale of your foreclosed property. Alternatively, you may, if you wish, request to be excluded from the Settlement, which means you are not eligible for payment, and you maintain your right to sue the City individually and separately

for payment of excess funds. You may also object to the terms of the Settlement if you comply with the requirements set forth below.

How Do I Know If I Am a Member of the Class?

You may be a member of the class action against the City if you owned real property in Philadelphia that was foreclosed and then sold in a sheriff sale by the City to the executing creditor (e.g., your mortgage issuer). If the winning bid on the property was greater than the mortgages or liens that were settled after the sale, then you may be entitled to the excess proceeds of the sale under this Class Action. If there were no excess proceeds from the sale of your property, you do not have a claim and can ignore this notice. You received this Notice because the City's records indicate you may be a member of the Class.

If I Am a Class Member, What Are My Options?

If you are a Class Member, you have four options.

Option 1: Submit a Claim Form for Payment.

You may submit a Claim Form for payment of your excess proceeds. If you received a Notice in the mail, the Notice included a pre-filled Claim Form. You can submit a claim by filling and signing the Claim Form and putting the Claim Form in the mail (the Claim Form is addressed and has necessary postage prepaid). If you do not have your Claim Form, you can call 1-877-882-1011 or visit www.philaforeclosure.com and request that the Settlement Administrator send you a Claim Form as described above (or a blank form that you will need to fill out).

If you submit a Claim Form in the mail, it must be postmarked no later than .

Option 2: Exclude yourself from the Case.

You have the right to not be part of the Settlement by excluding yourself or "opting out" of the Class. If you wish to exclude yourself, you must do so on or before as described below. You do not need to hire your own lawyer to request exclusion from the Class. If you exclude yourself from the Class, you give up your right to receive excess proceeds or any other benefits as part of this settlement, and you will not be bound by any judgments or orders of the Court, whether favorable or unfavorable. However, you will keep your right to sue the City separately in another lawsuit if you choose to pursue one.

To exclude yourself from this lawsuit and/or preserve your right to bring a separate case, you must make a request to be excluded in writing and, with sufficient postage, mail the request to:

Butterline v. City of Philadelphia
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

A request for exclusion must be received on or before [REDACTED].

Your request for exclusion must contain the following:

1. The name of the lawsuit;
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Class, such as: "I request exclusion from the Class"; and
5. Your signature.

The Settlement Administrator will file your request for exclusion with the Court. If you are signing on behalf of a Class Member as a legal representative (such as an estate, trust or incompetent person), please include your full name, contact information, and the basis for your authority. A request for exclusion must be exercised individually and not on behalf of a group.

IF YOUR REQUEST TO EXCLUDE YOURSELF FROM THE CLASS IS NOT RECEIVED BY THE DEADLINE OF [REDACTED], YOU WILL REMAIN PART OF THE CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT, EVEN IF YOU DO NOT SUBMIT A CLAIM FOR PAYMENT. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS CASE, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.

Option 3: Object to the Terms of the Settlement.

The full terms of the Settlement can be found at www.philaforeclosure.com. If you think the terms of the Settlement are not fair, reasonable, or adequate to the Class Members, you can file a Notice of Intent to object to the terms of the Settlement. If you object to the terms of the Settlement, you cannot request exclusion from the Settlement. If you object to the terms of the Settlement and your objection is overruled, you will be bound by the terms of the Settlement and all rulings and orders from the Court.

To properly object to the terms of the Settlement, you must send, with sufficient postage, a Notice of Intent to object to the terms of the settlement and to appear at the Fairness Hearing (described below) to the following:

Butterline v. City of Philadelphia
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

The Notice of Intent must include the following:

1. The name of the case and case number;
2. Your name, address, telephone number, and signature;
3. The specific reasons why you object to the terms of the Proposed Settlement;
4. The name, address, bar number, and telephone number of any attorney who represents you related to your intention to object to the terms of the Settlement;
5. State whether you and/or your attorney intend to appear at the Fairness Hearing and whether you and/or your attorney will request permission to address the Court at the Fairness Hearing.

If you and/or your attorney intend to request permission to address the Court at the Fairness Hearing, your Notice of Intent must also include the following:

1. A detailed statement of the legal and factual basis for each of your objections;
2. A list of any witness you may seek to call at the Fairness Hearing (subject to applicable rules of procedure and evidence and the discretion of the Court), with the address of each witness and a summary of his or her proposed testimony;
3. A list of any legal authority you may present at the Fairness Hearing; and,
4. Documentary proof of membership in the Settlement Class.

Notices of Intent to object must be received by [REDACTED]. Any Notice of Intent that is not received by the deadline set forth above or which does not comport with the requirements listed above may waive the right to be heard at the Fairness Hearing. If you file a Notice of Intent, you waive the right to request exclusion from the Class and will be bound by any decisions and orders from the Court and by the terms of the Settlement if it is approved by the Court. If you do not want to be bound by the decisions and rulings by the Court and the terms of the settlement, you must file a request for exclusion, not a Notice of Intent.

Option 4: Do Nothing Now. Stay in the Case.

You have the right to do nothing. If you do nothing, you will be bound by the terms of the Settlement and will release any claim against the City for excess proceeds, even if you do not submit a Claim for payment. In other words, if you do nothing, you will give up your right to sue the City and receive nothing in return.

Who Is Representing the Class?

The Court has preliminarily appointed Mark Butterline (the "Named Plaintiff") to be the representative of the Class. The Court has also preliminarily appointed the following lawyers as Class Counsel for those Class Members:

Daniel C. Levin, Esquire
LEVIN SEDRAN & BERMAN
510 Walnut Street, Ste. 500
Philadelphia, PA 19106
(215) 592-1500

William Wilson, Esquire
THE LAW OFFICES OF WILLIAM WILSON
20 West Miner Street
West Chester, PA 19382
484-605-1146

Michael G. Louis, Esquire
MACELREE HARVEY, LTD.
17 West Miner Street
West Chester, PA 19382
(610) 840-0228

These lawyers are experienced in handling class action lawsuits, including actions on behalf of insured policyholders.

The Settlement creates a Settlement Fund of \$950,000. The Settlement Agreement provides that the City will pay attorneys' fees of up to \$285,000 and litigation expenses not to exceed \$36,000 out of the Settlement Fund, if approved by the Court. The Settlement also provides Continental DataLogix to be paid to administrate the class in an amount not to exceed \$30,000 and Accident Investigative Resources, Inc. to identify last known addresses of class members in an amount not to exceed \$20,000. The Settlement Agreement further provides that the Class Representative may request a service award of up to \$2,500 from the Settlement Fund, if approved by the Court. The Service Award is designed to reward the Named Plaintiff for securing the recovery awarded to members of the Class and to acknowledge the time spent by the Named Plaintiff in providing discovery, participating in the case and mediation, and prosecuting the claim for the benefit of the Class.

If you submit a valid claim for payment, you will not be personally responsible for any fees, costs or expenses incurred by Class Counsel or the Service Award paid to the Named Plaintiff relating to the prosecution of this case.

What Claims Against the City Are Class Members Releasing?

As a part of the Settlement, Class Members agree to release the City and not to sue the City for any claims for payment relating to excess proceeds from a foreclosed property that was sold at a sheriff sale. Unless you request exclusion from the Class, you give up the right to individually sue the City and claim you are owed excess proceeds, even if you do not submit a Claim for payment as part of this Settlement. Specifically, you give up any "Released Claims," which means and includes any and all known and unknown claims, rights, actions, suits or causes of action of whatever kind or nature, whether *ex contractu* or *ex delicto*, statutory, common law or equitable,

including but not limited to breach of contract, bad faith or extracontractual claims, and claims for punitive or exemplary damages, or prejudgment or post-judgment interest, arising from or relating in any way to the sheriff sale of your property. Released Claims do not include any claim for enforcement of the contemplated Settlement Agreement and/or Final Order and Judgment. Released Claims do not include any claims, actions, or causes of action alleging that the City failed to properly calculate the value of excess proceeds according to the terms of the Settlement Agreement.

How Do I Find Out More About This Lawsuit?

If you have any questions about the lawsuit or any matter raised in this notice, please call toll-free at 1-877-882-1011 or go to www.philaforeclosure.com.

This www.philaforeclosure.com website provides:

1. The process for requesting a Claim Form;
2. A form that you may use (but are not required to use) to exclude yourself from the class action;
3. The full terms of the Settlement;
4. Information and requirements for submitting a claim, requesting exclusion, or filing a Notice of Intent to object to the terms of the Settlement;
5. A copy of the Complaint filed by Plaintiff and other important rulings and orders from the Court during the case prior to Settlement; and,
6. Other general information about the class action.

You also may contact Class Counsel, whose contact information is provided above.

Complete copies of the documents filed in this lawsuit that are not under seal may be examined and copied through the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR THE CLERK OF THE COURT REGARDING THIS NOTICE.

IT IS SO ORDERED, HONORABLE JUAN R. SÁNCHEZ UNITED STATES DISTRICT JUDGE, EASTERN DISTRICT OF PENNSYLVANIA.

DATED: .

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MARK BUTTERLINE, in his own right and
as personal representative of the estate of Lisa
Butterline, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

CITY OF PHILADELPHIA,

Defendant.

Case No.: 2:15-cv-01429-JS

**ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND JUDGMENT**

THIS CASE coming for hearing on _____, pursuant to this Court's Order of _____ in order for this Court to conduct a final fairness hearing to determine whether the proposed Settlement Agreement between the Parties is fair, reasonable and adequate, and to address Class Counsel's application for attorneys' fees of \$285,000 and litigation expenses of \$36,000; and the Settlement Class Members being represented by Class Counsel and Defendant being represented by their attorney; **AND THE COURT** having read and considered the Settlement Agreement, the Notice Plan, and Memoranda of Law submitted by Class Counsel, having received evidence at the hearing, having heard arguments from Class Counsel and counsel for the Defendant, and having considered the submissions by Class Members, now makes the following:

FINDINGS OF FACT

1. This action was commenced on March 19, 2015, as a class action.

2. After several years of intensive litigation, including extensive discovery and motion practice, and as a result of intensive, arm's length negotiations between Class Counsel and Defendant, including settlement conferences before former Magistrate Judge Carol Sandra Wells, the Parties have reached an accord with respect to a Settlement that provides substantial benefits to Settlement Class Members, in return for a release and dismissal of the claims at issue in this case against the Defendant. The resulting Settlement Agreement was preliminarily approved by the Court on _____.

3. As part of the Order Granting Preliminary Approval, this Court approved a proposed Notice Plan and Class Notice, which provided Settlement Class Members notice of the proposed Settlement. The Notice Plan provided an opportunity for Class Members to file objections to the Settlement, and an opportunity to opt-out of the Settlement.

4. As of the deadline for the filing of objections, ____ objection(s) were filed. Given the size of this Settlement, and the Notice Plan described above, this Court finds that the comparatively low number of objections is indicative of the fairness, reasonableness and adequacy of the Settlement with the Defendant.

5. The settling Parties have filed with the Court an affidavit declaring that the mailing of the Court-approved notice, consistent with the Notice Plan, has been completed.

6. The Court finds that the Notice Plan constitutes the best practicable notice of the Fairness Hearing, proposed Settlement, Class Counsel's application for fees and expenses, and other matters set forth in the Class Notice and Short Form Notice; and that such notice constituted valid, due and sufficient notice to all members of the Settlement Class, and complied fully with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States, the laws of Pennsylvania and any other applicable law.

7. Any persons who wished to be excluded from this action were provided an opportunity to opt-out pursuant to the Notice. All persons who have validly excluded themselves from the action have no rights under the Settlement Agreement and shall not be bound by the Settlement Agreement or the final judgment herein and the names of those persons are set forth in Exhibit A hereto.

8. Settlement Class Members are bound by the: Settlement Agreement and the Final Order and Judgment. Settlement Class Members do not have a further opportunity to opt-out of this Action.

9. Any Class Member who did not timely file and serve an objection in writing to the Settlement Agreement, to the entry of Final Order and Judgment, or to Class Counsel's application for fees, costs, and expenses, in accordance with the procedure set forth in the Class Notice and mandated in the Order Granting Preliminary Approval of Settlement, is deemed to have waived any such objection by appeal, collateral attack, or otherwise.

10. On the basis of all of the issues in this litigation, and the provisions of the Settlement Agreement, the Court is of the opinion that the Settlement is a fair, reasonable and adequate compromise of the claims against the Defendant in this case, pursuant to Rule 23 of the Federal Rules of Civil Procedure. There are a number of factors which the Court has considered in affirming this Settlement, including:

- a. The liability issues in this case have been vigorously contested.
- b. This Settlement has the benefit of providing relief to Class Members now, without further litigation, under circumstances where the liability issues are still vigorously contested among the Parties to this litigation. This Settlement provides Class Members with a substantial monetary benefit.

- c. This Settlement is clearly a product of hard-fought litigation between the Parties, and not a result of any collusion on the part of Class Counsel or Counsel for the Defendant.

11. Class Counsel submitted to the Court and served on the Defendant their application for attorneys' fees of \$285,000 and litigation expenses of \$36,000, consistent with the terms of the Settlement Agreement. This Court has considered Class Counsel's request and hereby grants the request.

12. The claims procedure established under the Settlement Agreement is fair, a simplified process, and workable. In any event, the Court will retain jurisdiction to work out any unanticipated problems.

NOW, THEREFORE, ON THE BASIS OF THE FOREGOING FINDINGS OF FACT, THE COURT HEREBY MAKES THE FOLLOWING CONCLUSIONS OF LAW:

13. This Court has jurisdiction over the Parties and the subject matter of this proceeding.

14. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the following Settlement Class is certified for purposes of final settlement:

All individuals or entities whose real property was foreclosed and sold to an executing creditor at a sheriff sale by the City of Philadelphia and who did not recover the excess funds remaining from such sheriff sale after all liabilities on the real property had been satisfied.

15. The Court finds that, for the purpose of this Settlement, the requirements of Rule 23 of the Federal Rules of Civil Procedure are satisfied, and that a class action is an appropriate method for resolving the disputes in this litigation. All the prerequisites for class certification under Rule 23 are present. The Class Members are ascertainable and too numerous to be joined. Questions of law and fact common to all Class Members predominate over individual issues and

should be determined in one proceeding with respect to all Class members. The Class Representative's claims are typical of those of the Class. The Class action mechanism is superior to alternative means for adjudicating and resolving this action.

16. The Settlement Class Representative, Mark Butterline, is entitled to and is hereby awarded a payment of \$2,500, in recognition of the efforts he undertook in connection with this lawsuit. All Class Members who have made claims on the settlement are entitled to receive their *pro rata* share of the Settlement fund, after deduction for administrative costs, attorneys' fees, costs, and the Plaintiff's award, not to exceed their Actual Damages. Prior to payment to any Class Member, in the event a Class Member owes any obligations to the County, or owes any form of child or spousal support, those obligations will be subtracted from any amount to which you are entitled under the Settlement.

17. Any unused monies will be returned to the Defendant.

18. Class Counsel are qualified, experienced, and have aggressively litigated this case, thereby demonstrating their adequacy as counsel for the Settlement Class.

19. The Court grants final approval of the Settlement Agreement, as being fair, reasonable and adequate, pursuant to Rule 23 of the Federal Rules of Civil Procedure.

20. The Courts finds that the request for attorneys' fees is reasonable.

**NOW, THEREFORE, ON THE BASIS OF THE FOREGOING FINDINGS OF FACT
AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED, ADJUDGED AND
DECREED AS FOLLOWS:**

The Motion for Final Approval of the Proposed Settlement is GRANTED.

The Settlement Class Representative, Mark Butterline is entitled to and is hereby awarded a payment of \$2,500 in recognition of the efforts he undertook in connection with this lawsuit. All

Class Members who have made claims on the Settlement are entitled to receive their *pro rata* share of the Settlement fund, after deduction for administrative costs, attorneys' fees, costs, and the Plaintiff's award. Prior to payment to any Class Member, in the event a Class Member owes any obligations to the County, or owes any form of child or spousal support, those obligations will be subtracted from any amount to which you are entitled under the Settlement.

21. The Class Counsel's application for attorneys' fees of \$285,000 and litigation expenses of \$36,000 is granted.

22. This Action and all claims against the settling Defendant are hereby dismissed with prejudice, but the Court shall retain exclusive and continuing jurisdiction of the Action, all Parties, and Settlement Class Members, to interpret and enforce the terms, conditions and obligations of this Settlement Agreement.

23. All Class Members who have not timely filed an opt-out request are barred and enjoined from commencing and/or prosecuting any claim or action against the Defendant for the claims released under the Settlement Agreement. Any Class Member who has not timely filed a request to exclude themselves shall be enjoined from initiating and/or proceeding as a class action in any forum.

IT IS SO ORDERED.

Dated: _____

United States District Judge

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MARK BUTTERLINE, in his own right and
as personal representative of the estate of Lisa
Butterline, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

CITY OF PHILADELPHIA,

Defendant.

Case No.: 2:15-cv-01429-JS

ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT

WHEREAS, the Plaintiff and Defendant have entered into a Settlement Agreement intended to resolve the litigation pending in this Court; and

WHEREAS, the Settlement Agreement, together with supporting materials, sets forth the terms and conditions for a proposed Settlement and dismissal with prejudice of these actions against the Defendant; and

WHEREAS, the Court has before it the Parties' Motion for Preliminary Approval of Settlement and Memorandum in Support of Motion for Preliminary Approval of Settlement, together with the Settlement Agreement and supporting materials; and

WHEREAS, the Court is satisfied that the terms and conditions set forth in the Settlement Agreement were the result of good faith, arm's length settlement negotiations between competent and experienced counsel for both Plaintiff and Defendant.

IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order have the meanings assigned to them in the Settlement Agreement and this Order.

2. The terms of the parties' Settlement Agreement are hereby conditionally approved, subject to further consideration thereof at the Final Approval Hearing provided for below. The Court finds that said Settlement is sufficiently within the range of reasonableness and that notice of the proposed Settlement should be given as provided in this Order.

3. Pursuant to Fed. R. Civ. P. 23 the Court conditionally certifies the following Settlement Class:

All individuals or entities whose real property was foreclosed and sold to an executing creditor at a sheriff sale by the City of Philadelphia since January 1, 2011 for a price greater than the sum of the (1) judgment (including reassessments) (2) sheriff's costs, (3) second mortgages and in rem liens, (4) and post-judgment interest, and who did not recover such excess funds from the Sheriff's Office.

4. The Court further conditionally finds that Plaintiff Mark Butterline is an adequate Class Representative for the Settlement Class.

5. The Court further finds that Plaintiff's Counsel are adequate Class Counsel.

6. The Court approves the Class Notice of Settlement attached hereto as Exhibit A and the Summary Notice attached hereto as Exhibit E. The Court also approves the Notice Program as set forth in Section IV of the Settlement Agreement.

7. If the Settlement Agreement is terminated or not consummated for any reason whatsoever, the conditional certification of the Settlement Class shall be void. Plaintiff reserves all of his rights, including the right to continue with the litigation pending at the time of the Settlement should the Settlement Agreement not be consummated.

Notice to Settlement Class and Appointment of Settlement Administrator

8. Counsel for the Class ("Class Counsel") are as follows:

Daniel C. Levin, Esquire
LEVIN SEDRAN & BERMAN
510 Walnut Street, Ste. 500
Philadelphia, PA 19106
(215) 592-1500

William Wilson, Esquire
THE LAW OFFICES OF WILLIAM WILSON
20 West Miner Street
West Chester, PA 19382
484-605-1146

Michael G. Louis, Esquire
MACELREE HARVEY, LTD.
17 West Miner Street
West Chester, PA 19382
(610) 840-0228

9. This Court appoints Continental DataLogix as Settlement Administrator.

10. Beginning no later than sixty (60) days from the date of this Order Preliminarily Approving Settlement, Continental DataLogix shall cause to be disseminated the notices, substantially in the form attached as Exhibits A and E hereto, in the manner set forth in Section IV of the Settlement Agreement. Such Notice Program will be completed expeditiously pursuant to the terms of the Settlement Agreement. Class Members will have forty-five (45) days from the Notice Date to opt out or to object, and ninety (90) days from the Notice Date to file claims. Prior to the Final Approval Hearing, Plaintiff and/or the Claims Administrator shall serve and file a sworn statement attesting to compliance with the provisions of this paragraph.

11. The Class Notice to be provided as set forth in the Settlement Agreement as filed with the Court is hereby found to be the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed

Settlement and the Final Approval Hearing to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23, due process, the Constitution of the United States, the laws of Pennsylvania and all other applicable laws. The Notices are accurate, objective, informative and provide Class members with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness.

12. Continental DataLogix shall be paid from the Fund an amount not to exceed \$30,000 for its services under the Settlement.

Requests for Exclusion from the Settlement Class

13. Any member of the Settlement Class that wishes to be excluded (“opt out”) from the Settlement Class must send a written Request for Exclusion to the Claims Administrator, so that it is received by the Claims Administrator at the address indicated in the Notice on or before the close of the opt out period. The Request for Exclusion shall fully comply with the requirements set forth in the Settlement Agreement. Members of the Settlement Class may not exclude themselves by filing Requests for Exclusion as a group or class, but must in each instance individually and personally execute a Request for Exclusion and timely transmit it to the Claims Administrator.

14. Any member of the Settlement Class who does not properly and timely request exclusion from the Settlement Class shall be bound by all the terms and provisions of the Settlement Agreement, whether or not such person objected to the Settlement and whether or not such person made a claim upon, or participated in, the Settlement Fund pursuant to the Settlement Agreement.

The Final Approval Hearing

15. A hearing on the Settlement is hereby scheduled to be held before this Court on _____, to consider the fairness, the reasonableness, and adequacy of the proposed settlement, the dismissal with prejudice of this class action with respect to the Released Parties that are Defendant herein, and the entry of final judgment in this class action. Class Counsel's application for award of attorney's fees and costs shall be heard at the time of the hearing.

16. The date and time of the hearing shall be set forth in the Notice, but the hearing shall be subject to adjournment by the Court without further notice to the members of the Settlement Class other than that which may be posted by the Court. Class Counsel will advise members of the Settlement Class of any scheduling issues by way of the Settlement Website.

17. Any person or entity that does not elect to be excluded from the Settlement Class may, but need not, enter an appearance through his or her own attorney. Settlement Class members who do not enter an appearance through their own attorneys will be represented by Class Counsel.

18. Any person who does not elect to be excluded from the Settlement Class may, but need not, submit comments or objections to the proposed Settlement. Any Class member may object to the proposed Settlement, entry of Final Order and Judgment approving the Settlement, and Class Counsel's application for fees and expenses by serving a written objection.

19. Any Class Member making the objection (an "objector") must sign the objection personally. An objection must state why the objector objects to the proposed Settlement and provide the basis to support such position. If an objector intends to appear personally at the hearing, the objector must include with the objection a notice of the objector's intent to appear at the hearing.

20. Objections, along with any notices of intent to appear, must be filed no later than forty-five (45) days from the Notice Date. If counsel is appearing on behalf of more than one Class Member, counsel must identify each such Class Member and each Class Member must have complied with the requirements of this Order. These documents must be filed with the Clerk of the Court at the following address:

21. U.S. District Court for the Eastern District of Pennsylvania

Office of the Clerk of Court
James A. Byrne Federal Courthouse
601 Market Street, Room 2609
Philadelphia, PA 19106-1797

22. Objections, along with any notices of intent to appear, must also be mailed to:

Butterline v. City of Philadelphia
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

23. Only Class Members who have filed and served valid and timely notices of objection shall be entitled to be heard at the Final Approval Hearing. Any Class Member who does not timely file and serve an objection in writing to the Settlement, entry of Final Judgment, or to Class Counsel's application for fees, costs, and expenses, in accordance with the procedure set forth in the Class Notice and mandated in this Order, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise.

24. Persons wishing to be heard at the hearing are required to file written comments or objections and indicate in their written comments or objections their intention to appear at the hearing. Settlement Class Members need not appear at the hearing or take any other action to indicate their approval.

25. All members of the Settlement Class who do not personally and timely request to be excluded from the Class are enjoined from proceeding against the Defendant for the claims made in the Complaint.

Other Provisions

26. Upon approval of the Settlement provided for in this Settlement Agreement, each and every time period and provision thereof shall be deemed incorporated herein as if expressly set forth and shall have the full force and effect of an Order of this Court.

27. All reasonable costs incurred in notifying members of the Settlement Class, as well as administering the Settlement Agreement, shall be paid as set forth in the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____

Honorable Juan R. Sanchez
United States District Judge

EXHIBIT E

IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT

The City of Philadelphia's record show that your property was foreclosed and sold at a sheriff sale. If the proceeds from that sale exceeded the debt you owed and were not paid to you, you may be entitled to those proceeds as part of this class action settlement.

Claim your payment from the settlement by .

TO MAKE A CLAIM: Go to www.philaforeclosure.com to download a Claim Form.

Why am I getting this Notice? If your property was foreclosed and sold in a sheriff sale by the City of Philadelphia ("City"), you may be a class member in a class action against the City. A settlement has been reached in the case *Butterline v. City of Philadelphia*, No. 2:15-cv-01429-JS (E.D. Pa) ("Action"), entitling eligible Settlement Class Members who make a claim to excess proceeds from the sheriff sale that were not distributed.

You have been identified as someone who may be a "Settlement Class Member" from the City's sheriff sale data because you may have owned a property in Philadelphia that was foreclosed and then sold in a sheriff sale by the City to the executing creditor (e.g., your mortgage issuer) for more than the debt you owed. Pennsylvania law requires the Sheriff to distribute excess funds from the sale to other creditors and the previous owner. If the City did not distribute any excess funds from the sale of your property, you may be entitled to those funds.

What Is this Class Action About? When a property in Philadelphia is foreclosed, the executing creditor may have the property sold at a sheriff sale. Normally, the City must accept the highest bid, use the bid to recover the City's costs, pay the creditor's judgment, settle any remaining mortgages or liens on the property, and distribute any excess proceeds to the previous owner. In some cases, the City did not distribute those excess proceeds. This Class Action Settlement resolves claims of individuals whose property was foreclosed and sold in a sheriff sale by the City but who were not paid their excess proceeds.

Settlement Terms. As a part of the settlement, the City has agreed to pay each eligible Settlement Class Member who makes a claim out of a Settlement Fund in proportion to the amount of excess proceeds to which they are entitled under the Settlement Agreement. The Settlement creates a Settlement Fund of \$950,000. The Settlement Agreement provides that the City will pay attorneys' fees of up to \$285,000 and litigation expenses not to exceed \$36,000 out of the Settlement Fund. The Settlement also provides Continental DataLogix to be paid to administrate the class in an amount not to exceed \$30,000 and Accident Investigative Resources, Inc. to identify last known addresses of class members in an amount not to exceed \$20,000. The Settlement Agreement further provides that the Class Representative may request a service award of up to \$2,500 from the Settlement Fund, if approved by the Court.

The average unreimbursed excess proceeds for each Settlement Class Member are \$7,586 according to the City's foreclosure records. Class Members will receive their Actual Damages as defined in the Settlement Agreement from the Fund, or if the Fund cannot accommodate the Actual

Damages, they will receive a proportionate sum. If remaining funds exist after administration, the City of Philadelphia will receive a reverter.

What Are My Options? You can make a claim, exclude yourself (“opt out”), object to the Settlement, or do nothing. The deadline to opt out or object is [REDACTED]. If you do not opt out, and the Court approves the Settlement, you will release your claims against the City. The Court will hold a hearing on [REDACTED] to decide whether to approve the Settlement. You may attend.

How Do I Find Out More About This Lawsuit? If you have any questions about the lawsuit or any matter raised in this notice, please call toll-free at 1-877-882-1011 or go to www.philaforeclosure.com.

Butterline v. City of Philadelphia, No. 2:15-cv-01429-JS (E.D. Pa)

EXHIBIT F

FOR SETTLEMENT PURPOSES ONLY
FRE 408

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
BOOK & UNIT	DOCKET #	Indem/Intest Date	SALE DATE	ADDRESS	ADDRESS	ZIP CODE	PLAINTIFF	ATTORNEY ON THE WRIT	OPENING BID	WINNING BID	JUDGEMENT	REASSESSMENT	Post-Judgment Interest	Final Costs	Identified Mortgage/In Rem Amounts	Identified Lien of Participating Creditors	Identified City Lien/Judgments	Actual Damages
1-1602-460	10070042	10/27/2012	6/7/2013	1800 GLENDALE ST	1800 GLENDALE ST	19124	ATTORNEY ON THE WRIT	Goldbeck, McCafferty, McKeever	\$3,016.27	\$45,000.00	\$32,448.66		\$7,102.94	\$8,810.70		TBD	TBD	\$1,657.70
2-1602-468	071100599	4/24/2009	10/4/2013	2713 EAST HUNTINGTON ST	2713 EAST HUNTINGTON ST	19125	THE BANK OF NEW YORK TRUST COMPANY	Goldbeck, McCafferty, McKeever	\$16,436.38	\$93,000.00	\$62,764.79		\$11,682.04	\$16,291.11		TBD	TBD	\$26.06
3-1602-469	110402169	8/31/2011	12/6/2012	1226 ALGANT ST	1226 ALGANT ST	19135	US BANK NATIONAL ASSOCIATION	KML LAW GROUP, P.C.	\$9,899.91	\$60,000.00	\$47,951.28		\$875.47	\$9,405.58		TBD	TBD	\$1,763.87
4-1602-473	101002165	1/10/2012	1/10/2012	4250 WALTON AVE	4250 WALTON AVE	19135	WELLS FARGO BANK, N.A.	PHILAN HALLINAN, LLP	\$7,396.54	\$7,396.54	\$7,396.54		\$4,316.67	\$4,316.67		TBD	TBD	\$5,245.38
5-1602-483	090802191	11/30/2012	4/3/2013	1439 WOODLAWN AVE	1439 WOODLAWN AVE	19138	LASALLE BANK NATIONAL ASSOC	SHAPIRO & DEBARDO, LLC	\$6,582.27	\$54,900.00	\$39,015.24		\$2,732.8	\$7,035.94		TBD	TBD	\$1,043.81
6-1602-486	110801316	12/21/2011	4/3/2012	610 E ALLENS LANE	610 E ALLENS LANE	19139	ONE WEST BANK	MCCABE, WEISBERG & CONWAY, P.C.	\$12,890.99	\$146,000.00	\$126,495.14		\$1,182.95	\$12,735.94		TBD	TBD	\$4,566.87
7-1602-489	110801316	12/21/2011	4/3/2012	610 E ALLENS LANE	610 E ALLENS LANE	19139	ONE WEST BANK	MCCABE, WEISBERG & CONWAY, P.C.	\$12,890.99	\$146,000.00	\$126,495.14		\$1,182.95	\$12,735.94		TBD	TBD	\$4,566.87
8-1602-493	110801316	12/21/2011	4/3/2012	610 E ALLENS LANE	610 E ALLENS LANE	19139	ONE WEST BANK	MCCABE, WEISBERG & CONWAY, P.C.	\$12,890.99	\$146,000.00	\$126,495.14		\$1,182.95	\$12,735.94		TBD	TBD	\$4,566.87
9-1602-497	110801316	12/21/2011	4/3/2012	610 E ALLENS LANE	610 E ALLENS LANE	19139	ONE WEST BANK	MCCABE, WEISBERG & CONWAY, P.C.	\$12,890.99	\$146,000.00	\$126,495.14		\$1,182.95	\$12,735.94		TBD	TBD	\$4,566.87
10-1602-500	120802222	5/5/2012	8/7/2012	1202 FANSHAW ST	1202 FANSHAW ST	19134	CITIZENS BANK OF PENNSYLVANIA	MCCABE, WEISBERG & CONWAY, P.C.	\$15,993.18	\$85,000.00	\$71,942.35		\$1,165.61	\$15,828.51		TBD	TBD	\$3,384.47
11-1602-500	120802222	5/5/2012	8/7/2012	1202 FANSHAW ST	1202 FANSHAW ST	19134	CITIZENS BANK OF PENNSYLVANIA	MCCABE, WEISBERG & CONWAY, P.C.	\$15,993.18	\$85,000.00	\$71,942.35		\$1,165.61	\$15,828.51		TBD	TBD	\$3,384.47
12-1602-500	120802222	5/5/2012	8/7/2012	1202 FANSHAW ST	1202 FANSHAW ST	19134	CITIZENS BANK OF PENNSYLVANIA	MCCABE, WEISBERG & CONWAY, P.C.	\$15,993.18	\$85,000.00	\$71,942.35		\$1,165.61	\$15,828.51		TBD	TBD	\$3,384.47
13-1602-502	120802222	5/5/2012	8/7/2012	1202 FANSHAW ST	1202 FANSHAW ST	19134	CITIZENS BANK OF PENNSYLVANIA	MCCABE, WEISBERG & CONWAY, P.C.	\$15,993.18	\$85,000.00	\$71,942.35		\$1,165.61	\$15,828.51		TBD	TBD	\$3,384.47
14-1602-502	120802222	5/5/2012	8/7/2012	1202 FANSHAW ST	1202 FANSHAW ST	19134	CITIZENS BANK OF PENNSYLVANIA	MCCABE, WEISBERG & CONWAY, P.C.	\$15,993.18	\$85,000.00	\$71,942.35		\$1,165.61	\$15,828.51		TBD	TBD	\$3,384.47
15-1602-506	111200738	8/22/2012	3/5/2013	463 W MAYFIELD ST	463 W MAYFIELD ST	19133	US BANK NATIONAL ASSOCIATION, AS TRUSTEE	MCCABE, WEISBERG & CONWAY, P.C.	\$5,603.27	\$50,000.00	\$38,125.93		\$1,260.28	\$5,913.21		TBD	TBD	\$3,700.58
16-1602-507	120004023	12/15/2012	6/7/2013	3228 STRUVE ST	3228 STRUVE ST	19111	US BANK NATIONAL ASSOC	MCCABE, WEISBERG & CONWAY, P.C.	\$11,367.88	\$75,000.00	\$60,434.07		\$1,671.29	\$7,822.89		TBD	TBD	\$5,114.75
17-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
18-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
19-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
20-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
21-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
22-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
23-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
24-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
25-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
26-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
27-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
28-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
29-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
30-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
31-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
32-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
33-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
34-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
35-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
36-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
37-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
38-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
39-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
40-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
41-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
42-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
43-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
44-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
45-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
46-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87
47-1602-507	121200567	1/18/2013	5/4/2013	12205 STUDDING ST	12205 STUDDING ST	19139	PHILAN HALLINAN, LLP	MCCABE, WEISBERG & CONWAY, P.C.	\$12,355.33	\$70,000.00	\$55,765.31		\$1,765.46	\$9,014.36		TBD	TBD	\$3,954.87

City of Philadelphia (PNY) Settlement Agreement Exhibit E (Table)

FOR SETTLEMENT PURPOSES ONLY
PGE 408

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
BOOK & WRT	DOCKET #	Judgment/ Interest Date	SALE DATE	ADDRESS	ADDRESS	ZIP CODE	PLAINTIFF	ATTORNEY ON THE WRT	OPENING BID	WINNING BID	JUDGMENT	REASSESSMENT	Post-Judgment Interest	Final Costs	Identified Mortgage/In Rem Amounts	Identified Liens of Participating Creditors	Identified City Liens/ Judgments	Actual Damages
48	16002401	5/19/2016				19139	U.S. BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE FOR SPRINGDALE MORTGAGE LOAN TRUST 2013-2, MORTGAGE BACKED NOTES, SERIES 2013-2	ATTORNEY ON THE WRT						\$15,951.33		TBD	TBD	\$1,163.23
49	1609-515	150701900	9/13/2016	1113 N 52ND ST		19150	POLICE AND FIRE FEDERAL CREDIT UNION	SHAPIRO & DENARDIO, LLC	\$17,400.00	\$40,000.00	\$27,430.35		\$1,362.50	\$9,379.01		TBD	TBD	\$7,950.68
50	1609-549	150602230	9/13/2016	7927 WOOLSTON AVE		19125	PANINIE WARE	MCABE, WEISBERG & CONWAY, P.C.	\$16,000.00	\$85,000.00	\$66,302.81		\$4,298.11	\$6,830.05		TBD	TBD	\$3,623.44
51	1608-322	150101155	3/12/2016	2542 N WATER ST		19134	CITIZENS BANK OF PENNSYLVANIA	KML LAW GROUP, P.C.	\$7,500.00	\$40,000.00	\$25,248.40		\$2,534.42	\$10,783.06		TBD	TBD	\$4,570.54
52	1608-303	151100425	9/17/2016	3648 MILLER ST		19135	BANK OF AMERICA, N.A.	LAW OFFICE OF GREGORY JAVARDIAN	\$15,800.00	\$75,000.00	\$57,111.58		\$1,749.09	\$13,877.00		TBD	TBD	\$14,778.80
53	1701-302	173120103	7/31/2016	2822 MAXWELL ST		19147	THE BANK OF NEW YORK MELLON	KML LAW GROUP, P.C.	\$16,000.00	\$75,000.00	\$74,625.11		\$9,468.60	\$28,466.32		TBD	TBD	\$24,804.46
54	1617-491	140405674	4/7/2017	1205 South 36th Street		19131	BRITANNIA CREDIT SERVICES, LLC	SHAPIRO & DENARDIO, LLC	\$30,300.00	\$255,000.00	\$230,041.94		\$2,325.89	\$10,186.48		TBD	TBD	\$7,610.67
55	1701-405	151000465	8/4/2016	7307 BROOKHAVEN RD		19122	WILMINGTON SAVINGS FUND SOCIETY	PHILAN HALLINAN, LLP	\$12,600.00	\$80,000.00	\$69,876.96		\$4,768.71	\$15,394.36		TBD	TBD	\$944.93
56	1706-349	150201947	12/1/2014	114 DIAMOND ST		19142	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION	LAW OFFICE OF GREGORY JAVARDIAN	\$17,700.00	\$140,000.00	\$118,892.10		\$2,727.37	\$12,948.49		TBD	TBD	\$1,900.54
57	1706-349	140102662	7/16/2016	6826 PASCHALL AVE		19120	U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR MORTGAGE PASS-THROUGH CERTIFICATES 1998-R1	KML LAW GROUP, P.C.	\$14,600.00	\$45,000.00	\$27,423.60		\$3,289.02	\$8,467.95		TBD	TBD	\$10,892.49
58	1706-553	150500536	2/23/2017	625 CARVER ST		19126	THE BANK OF NEW YORK MELLON	PHILAN HALLINAN, LLP	\$10,200.00	\$75,000.00	\$59,350.54		\$1,113.02	\$18,705.93		TBD	TBD	\$2,296.46
59	1706-515	150500536	2/23/2017	6728 N SHERLEY ST		19134	TRUST C	PHILAN HALLINAN, LLP	\$20,900.00	\$58,000.00	\$39,513.48		\$8,463.00	\$12,573.00		TBD	TBD	\$19,901.90
60	1706-569	140102662	10/3/2017	12002 MEDFORD RD		19133	NATIONSTAR REAL ESTATE TRUST COMPANY AS TRUSTEE FORMERLY KNOWN AS BANKERS TRUST COMPANY OF CALIFORNIA, N.A. AS TRUSTEE	PHILAN HALLINAN, LLP	\$17,900.00	\$120,000.00	\$79,062.10		\$777.30	\$14,196.69		TBD	TBD	\$3,352.57
61	1709-454	170204643	7/1/2017	2857 N FRANKLIN ST		19140	DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FORMERLY KNOWN AS BANKERS TRUST COMPANY OF CALIFORNIA, N.A. AS TRUSTEE OF MELLON CMA MORTGAGE LOAN TRUST 1998-A	LOOS LEGAL GROUP, LLP FORMERLY SHAPIRO & DENARDIO, LLC	\$13,900.00	\$44,000.00	\$25,723.44		\$35.92	\$6,421.28		TBD	TBD	\$2,401.05
62	1711-424	170200577	7/26/2017	192 W LURAY ST		19120	U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR BEAR STEARNS ASSETS BACKED SECURITIES TRUST 2006-2, ASSET-BACKED CERTIFICATES, SERIES 2006-2	LOOS LEGAL GROUP, LLP FORMERLY SHAPIRO & DENARDIO, LLC	\$7,900.00	\$25,000.00	\$15,841.15		\$387.70	\$13,828.94		TBD	TBD	\$2,544.25
63	1711-580	151201653	6/15/2017	1341 E ALBANUS ST		19138	PENNYMAC CORP.	PHILAN HALLINAN, LLP	\$15,900.00	\$84,000.00	\$68,639.11		\$1,670.40	\$12,325.40		TBD	TBD	\$1,614.25
64	1709-540	170601719	6/9/2017	1556 MORRIS ST		19136	U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR BEAR STEARNS ASSETS BACKED SECURITIES TRUST 2006-2, ASSET-BACKED CERTIFICATES, SERIES 2006-2	WILSTAD & ASSOCIATES LLC	\$14,900.00	\$74,000.00	\$58,385.93		\$2,694.60	\$32,366.43		TBD	TBD	\$10,239.65
65	1712-491	170202350	9/4/2017	3450 RYAN AVE		19149	U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR ACE SECURITIES CORP.	PHILAN HALLINAN, LLP	\$35,400.00	\$136,400.00	\$91,099.32		\$2,149.35	\$13,778.28		TBD	TBD	\$7,142.79
66	1712-503	170201487	9/22/2017	3949 PRINCETON AVE		19120	PHILADELPHIA FEDERAL CREDIT UNION	PHILAN HALLINAN, LLP	\$16,500.00	\$170,000.00	\$146,929.58		\$893.10	\$9,560.74		TBD	TBD	\$2,095.09
67	1801-352	170202869	11/4/2017	611 E ANNEBURY ST		19134	DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR GSAMP TRUST 2006-SEAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-SEAL	LUDREN LAW OFFICES, P.C.	\$11,200.00	\$60,000.00	\$47,885.07		\$632.07	\$27,340.44		TBD	TBD	\$25,352.86
68	1802-451	170602719	11/1/2017	3159 TILTON ST		19134	CITIZENS BANK, N.A.	LAW OFFICE OF GREGORY JAVARDIAN	\$29,700.00	\$93,800.00	\$40,474.63		\$695.61	\$12,536.10		TBD	TBD	\$288.67
69	1803-402	150100425	3/7/2017	943 E RUSSELL ST		19104	CHRISTOPHER LATON	KENNY, BURNS & MCGILL	\$15,400.00	\$50,000.00	\$36,479.62		\$446.75	\$6,856.23		TBD	TBD	\$3,419.52
70	1802-540	170201483	11/2/2017	1835 GREEN ST		19154	NATIONSTAR MORTGAGE, LLC	LUDREN LAW OFFICES, P.C.	\$7,600.00	\$19,000.00	\$12,877.50		\$880.79	\$17,437.00		TBD	TBD	\$20,160.60
71	1809-316	170602596	11/18/2017	1507 GREENMOUNT RD		19147	U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-1	MARTHA E. VON ROSENSTIEL, P.C.	\$30,200.00	\$98,400.00	\$28,885.94		\$5,156.89	\$29,756.00		TBD	TBD	\$16,521.17
72	1809-316	170602596	12/14/2017	394 S 2ND ST		19152	WELLS FARGO BANK NATIONAL ASSOCIATION AS TRUSTEE FOR OPTION ONE MORTGAGE LOAN TRUST 2006-2, ASSET-BACKED CERTIFICATES, SERIES 2006-2	LUDREN LAW OFFICES, P.C.	\$18,700.00	\$204,500.00	\$171,587.14		\$1,350.96	\$22,047.32		TBD	TBD	\$6,004.68
73	1803-516	170602467	11/27/2017	2873 WALNUT HILL ST		19124	JPMORGAN CHASE BANK, N.A.	PHILAN HALLINAN, LLP	\$13,900.00	\$70,000.00	\$52,671.88		\$484.72	\$6,715.91		TBD	TBD	\$3,920.04
74	1803-564	170602467	12/7/2017	3922 K ST		19139	U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF CREDIT SUISSE SEASONED LOAN TRUST 2006-1, HOME EQUITY PASS-THROUGH CERTIFICATES, SERIES 2006-1	PHILAN HALLINAN, LLP	\$13,900.00	\$70,000.00	\$52,671.88		\$484.72	\$6,715.91		TBD	TBD	\$3,920.04
75	1803-439	171002352	3/16/2018	327 N RUBY ST		19114	CITIZENS BANK OF PENNSYLVANIA	LAW OFFICE OF GREGORY JAVARDIAN	\$7,800.00	\$44,000.00	\$20,211.17		\$1,042.89	\$15,885.36		TBD	TBD	\$8,241.92

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
BOOK & WRIT	DOCKET #	Judgment/Interest Date	SALE DATE	ADDRESS	ADDRESS	ZIP CODE	PLAINTIFF	ATTORNEY ON THE WRIT	OPENING BID	WINNING BID	JUDGEMENT	REASSESSMENT	Post-Judgment Interest	Final Costs	Identified Mortgage/In Rem Amounts	Identified Liens of Participating Creditors	Identified City Liens/Judgments	Actual Damages
76	1805-488	160301813	1/30/2018			19121	U.S. BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE FOR CNA TRUST 2015-3AG, MORTGAGE-BACKED NOTES, SERIES 2015-3AG,	ATTORNEY ON THE WRIT MILSTEAD & ASSOCIATES LLC										\$686.84
77	1805-488	170502089	10/25/2017	5/1/2018 18018 EUCID AVE		19143	DEUTSCHE BANK TRUST COMPANY AMERICAS AS INDENTURE TRUSTEE FOR THE REGISTERED HOLDERS OF SBAON ASSET SECURITIES TRUST 2004-1, MORTGAGE-BACKED NOTES, SERIES 2004-1,	UDEN LAW OFFICES, P.C.	\$8,100.00	\$90,000.00	\$21,610.76		\$1,189.07	\$10,523.97			TBD	\$5,557.74
78	1805-488	160602674	4/13/2017	6/2/2018 5223 BEAUMONT ST		19136	WELLS FARGO BANK, N.A., SBA/MI TO WELLS FARGO HOME MORTGAGE, INC.	PHILAN HALLINAN, LLP	\$11,700.00	\$49,000.00	\$31,749.22		\$3,666.25	\$13,577.38			TBD	\$15,513.02
79	1805-428	131202180	4/13/2018	6/2/2018 4014 SHELWIRE AVE		19145	EAST COAST PROPERTIES LLC, LEONATE LLC, AND BASKETS UNLIMITED BRANDS LLC	WEIR & PARTNERS LLP	\$15,780.00	\$86,000.00	\$53,242.75		\$3,073.37	\$51,368.00		\$234,549.70	TBD	\$0.00
80	1804-527	140403904	3/8/2015	7/10/2018 2415 MORRIS ST		19143	CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC., SUCCESSOR BY MERGER WITH ATLANTIC MORTGAGE & INVESTMENT CORPORATION	POWERS, KIRBY & ASSOCIATES, LLC	\$42,600.00	\$490,000.00	\$67,655.70	\$210,070.99		\$11,450.97	\$23,996.76		TBD	\$9,339.52
81	1807-417	171003179	4/14/2018	7/10/2018 5937 WASHINGTON AVE		19141	U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR IN INTEREST TO WACHOVIA BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR GSMPs MORTGAGE LOAN TRUST 2004-3	PHILAN HALLINAN, LLP	\$104,900.00	\$102,300.00	\$57,522.75		\$534.48	\$10,075.76			TBD	\$8,341.79
82	1807-484	176003159	11/27/2017	7/10/2018 6211 OGONTZ AVE		19134	U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR IN INTEREST TO WACHOVIA BANK, N.A., AS TRUSTEE, SUCCESSOR BY MERGER TO FIRST UNION NATIONAL BANK, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PACE-THROUGH CERTIFICATES SERIES 1998-3	PHILAN HALLINAN, LLP	\$11,900.00	\$55,000.00	\$36,947.97		\$1,532.10	\$7,719.31			TBD	\$874.45
83	1804-426	170207619	9/28/2017	10/2/2018 935 E TIOGA ST		19145	WELLS FARGO BANK, N.A. SBA/MI TO WACHOVIA BANK, NATIONAL ASSOCIATION	PHILAN HALLINAN, LLP	\$8,900.00	\$40,000.00	\$29,884.14		\$6,330.80	\$17,397.54			TBD	\$23,731.21
84	1806-510	180201010	5/17/2018	10/2/2018 1818 DAKY ST		19120	WELLS FARGO BANK, N.A.	PHILAN HALLINAN, LLP	\$18,600.00	\$150,000.00	\$102,440.45		\$715.85	\$10,913.53			TBD	\$2,004.53
85	1806-527	180403173	9/14/2018	10/2/2018 591 KESALA ST		19124	WELLS FARGO BANK, N.A.	MARTHA E. VON ROSENSTIEL, P.C.	\$32,600.00	\$45,000.00	\$31,346.09		\$649.22	\$7,771.72			TBD	\$7,612.16
86	1901-306	180401099	8/17/2018	1/8/2019 2138 SHALL CROSS ST		19140	U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR THE RMAC TRUST, SERIES 2016-CTT.	HLADIK, ONORATO & FEDERMAN, LLP	\$11,000.00	\$45,000.00	\$29,566.90		\$756.00	\$6,885.59			TBD	\$1,593.91
87	1902-327	180401295	11/14/2018	2/6/2019 4538 N WARELEY ST		19134	WELLS FARGO BANK, N.A.	PHILAN HALLINAN, LLP	\$8,100.00	\$30,000.00	\$20,664.50		\$1,662.25	\$5,371.28			TBD	\$11,385.82
88	1902-368	180501335	11/17/2018	3/5/2019 2413 ELLA ST		19111	BRIAN BAGNELL	COSTIGAN & COSTIGAN, LLC	\$8,200.00	\$25,000.00	\$8,076.65		\$1,662.25	\$5,371.28			TBD	\$11,385.82
89	1903-375	180601160	12/13/2018	3/5/2019 7330 MONTEURS ST		19144	USF1 MASTER PARTICIPATION TRUST	MCCABE, WEISBERG & CONWAY, P.C.	\$56,700.00	\$105,000.00	\$19,213.84		\$853.59	\$8,185.01			TBD	\$4,162.32
90	1904-438	180200359	12/9/2018	4/2/2019 541 E ASHMEAD ST		19134	CARISBROOK ASSET HOLDING TRUST	KMIL LAW GROUP, P.C.	\$9,200.00	\$60,000.00	\$46,799.08		\$1,994.96	\$10,018.13			TBD	\$5,751.00
91	1905-493	180601302	2/25/2019	5/7/2019 3145 TULIP ST		19120	THE BANK OF NEW YORK MELLON, F/A/T	KMIL LAW GROUP, P.C.	\$11,600.00	\$80,000.00	\$62,235.91		\$1,489.32	\$9,754.07			TBD	\$9,086.95
92		140401865	1/7/2015	5/80 1/2 VAN KIRK ST		19111	U.S. BANK NATIONAL ASSOCIATION NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR THE RMAC TRUST SERIES 2016-CTT	KMIL LAW GROUP, P.C.	\$11,400.00	\$80,000.00	\$60,669.66		\$22,221.08	\$16,913.00			TBD	\$30,374.87
93	1907-408	190400157	5/16/2019	9/10/2019 1026 KNORR ST		19140	AMERICAN HERITAGE FEDERAL CREDIT UNION	MARTHA E. VON ROSENSTIEL, P.C.	\$18,900.00	\$160,000.00	\$90,491.05		\$476.83	\$16,555.05			TBD	\$2,101.69
94	1908-472	181100984	4/9/2019	10/1/2019 4553 N 15TH ST		19151	CITIZENS BANK OF PENNSYLVANIA	WM OFFICE OF GREGORY JAVARDIAN	\$16,500.00	\$40,000.00	\$20,868.43		\$3,141.21	\$18,437.90			TBD	\$1,979.95
95	1911-404	190302567	8/2/2019	1/7/2020 6110 JEFFERSON ST		19120	CARRINGTON MORTGAGE SERVICES, LLC	SHAPIRO & DEMARDO, LLC	\$19,400.00	\$92,700.00	\$69,740.94		\$1,265.58	\$10,286.06			TBD	\$105.86
96		160503839	6/30/2018	1/7/2020 327 W ROCKLAND ST		19152	U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY)	KMIL LAW GROUP, P.C.	\$11,900.00	\$60,000.00	\$48,344.50		\$4,371.35	\$19,793.06			TBD	\$7,669.72
97	1912-443	190403688	10/15/2019	2/14/2020 1613 FOX CHASE RD		19135	WMT BANK	KMIL LAW GROUP, P.C.	\$22,900.00	\$185,000.00	\$149,175.87		\$1,441.16	\$13,806.00			TBD	\$14,629.78
97	2001-455	190403688	10/15/2019	3/3/2020 4277 ELBRIDGE ST		19135	WMT BANK	KMIL LAW GROUP, P.C.	\$14,700.00	\$130,000.00	\$100,121.06						TBD	

FOR SETTLEMENT PURPOSES ONLY
PXL-408

City of Philadelphia (RNY) Settlement Agreement Exhibit E (Table)

3/2/2022

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
BOOK & WRIT	DOCKET #	Judgment/Interest Date	SALE DATE	ADDRESS	ADDRESS	ZIP CODE	PLAINTIFF	ATTORNEY ON THE WRIT	OFFERING BID	WINNING BID	JUDGEMENT	REASSESSMENT	Post-Judgment Interest	Final Costs	Identified Mortgage/In Rem Amounts	Identified Liens of Participating Creditors	Identified City Liens/ Judgments	Actual Damages
58		150900350	12/3/2019			19132	U. S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS INDENTURE TRUSTEE OF CMT TRUST 2018-NR1	ROBERTSON, ANSCHUTZ, SCHNEID, CRANE & PARTNERS, PLLC					\$219.28	\$6,492.36		TBD	TBD	\$2,788.03
59	2003-365		3/3/2020	3005 N RINGGOLD ST		19143	NATIONSTAR MORTGAGE LLC D/B/A MR COOPER	SHAPIRO & DENARDO, LLC	\$7,400.00	\$42,000.00	\$32,990.33							
	2003-402	190402759	12/1/2019			19143			\$9,100.00	\$55,000.00	\$39,773.02		\$594.96	\$3,173.65		TBD	TBD	\$6,458.37
100	2003-438	190000081	10/31/2019	3602 ARENDRELL AVE		19114	CITIZENS BANK N.A.	MECABE, WEISBERG & CONWAY, P.C.	\$20,600.00	\$89,000.00	\$163,584.40		\$3,361.25	\$19,714.00		TBD	TBD	\$3,240.35
																		\$ 984,606.72

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