

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

MARK BUTTERLINE, in his own right	:	CIVIL ACTION
and as personal representative of the	:	
estate of Lisa Butterline, individually and	:	No. 15-1429
on behalf of all others similarly situated,	:	
	:	
v.	:	
	:	
CITY OF PHILADELPHIA	:	

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.

**AND NOW, on this 11th day of May, 2022, 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) sheriffs costs, (3) second mortgages and in rem liens, (4) and post-judgment interest, and who did not recover such excess funds from the Sheriffs 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 Plaintiffs 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 **September 15, 2022 at 9:30 a.m.**, 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.

BY THE COURT:

/s/ Juan R. Sánchez
Juan R. Sánchez, C.J.