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~~EXHIBIT F~~

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ADAM WHITE,	:	
individually and on behalf of all others	:	
similarly situated,	:	1:04 CV01611 (LAK) (ECF)
	:	
Plaintiff,	:	
	:	
- against -	:	
	:	
FIRST AMERICAN REGISTRY, INC.,	:	
	:	
Defendant.	:	
-----	X	

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~~PROPOSED~~ ORDER REGARDING NOTICE OF PROPOSED SETTLEMENT
OF CLASS ACTION AND SETTING HEARING

6 **WHEREAS:** This Court has reviewed the Settlement Agreement and Release
7 (“**Settlement Agreement**”), and exhibits thereto, entered into by and between First Advantage
8 SafeRent, Inc. f/k/a First American Registry, Inc. (“**FAS**”) and Plaintiffs Adam D. White and
9 Dera Jackson-Daniels, on behalf of themselves and the purported class (collectively “**Plaintiffs**”)
10 in the action entitled: *White, et al., v. First American Registry, Inc.*, Civil Case No. 04 CV 1611
11 (LAK) (United States District Court for the South District of New York) (the “**Action**”);

12 **WHEREAS:** The parties having made application, pursuant to Rule 23 of the Federal
13 Rules of Civil Procedure, for an Order approving the **Notice and Publication Notice** of
14 settlement of the **Action**, in accordance with the **Settlement Agreement**, which, together with
15 the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the
16 **Action** and for dismissal of the **Action** with prejudice upon the terms and conditions set forth
17 therein; and the Court having read and considered the **Settlement Agreement** and the exhibits
18 thereto;

1 **WHEREAS:** The parties having made application for a hearing of the Court to approve
2 the Settlement in accordance with the provisions of Rule 23 of the Federal Rules of Civil
3 Procedure; and

4 **WHEREAS:** All defined terms (indicated by bold lettering) contained herein shall have
5 the same meanings as set forth in the **Settlement Agreement**;

6 NOW THEREFORE IT IS HEREBY ORDERED:

7 1. The proposed **Class** is provisionally certified for purposes of effectuating notice
8 and its consideration of the settlement only, under Rule 23 (b)(2) of the Federal Rules of Civil
9 Procedure, with the named plaintiffs in the **Action** serving as the representatives of the
10 **Settlement Class**. This provisional certification is made without prejudice to FAS's right to
11 contest the appropriateness of class certification should this **Settlement** not be finally approved
12 by the Court for any reason. The **Settlement Class** consists of:

13 All individuals who were listed in the **Database** between February
14 26, 2001 and the date of this order as a respondent or defendant in
15 a lawsuit commenced in the **New York Housing Court**. Excluded
16 from this definition are **FAS** and related entities, **FAS's** officers,
17 employees and other personnel, and **Court** personnel.
18

19 2. The following Plaintiffs' counsel are appointed as Plaintiffs' Co-Lead Settlement
20 Counsel for all settlement and enforcement proceedings relating to the **Settlement**:

21
22 Fishman & Neil, LLP
23 James B. Fishman
24 305 Broadway
25 New York, New York 10007

Locks Law Firm PLLC
Seth R. Lesser
Andrew P. Bell
110 East 55th Street
New York, New York 10022

26
27 AARP Foundation Litigation
28 Stacy J. Canan
29 601 E Street, N.W.
30 Washington, DC 20049

31 3. The **Publication Notice, Qualifying Class Member Notice and Claim**
32 **Verification Form** attached to the **Settlement Agreement** as Exhibits A, B and C, respectively
33 (collectively the "Notice"), and the form of the [Proposed] Final Judgment and Order of

1 Dismissal are hereby approved and shall be disseminated as per the **Settlement Agreement** in
2 the form attached to the **Settlement Agreement** as Exhibit G .

3 4. Garden City Group is designated for purposes of administrating the Notice and
4 Publication Notice and as the **Claims Administrator**. Garden City Group is hereby directed to
5 provide notice to the **Settlement Class** of the proposed settlement as follows: (i) printing the
6 **Publication Notice** in the New York Times, New York Law Journal, New York Post, The New
7 York Daily News and El Diario; (ii) mailing to **Qualifying Class Members** the **Qualifying**
8 **Class Member Notice** and **Claim Verification Form**; (iii) posting notice on a web site
9 developed and maintained by the **Claims Administrator**; and (iv) providing copies of the
10 **Publication Notice** to the Administrative Judge of the Civil Court of the City of New York, the
11 Administrative Judge of the Housing Part of the Housing Court in each county in the City of
12 New York, the Legal Aid Society – Civil Division, Legal Services for New York, MFY Legal
13 Services, Northern Manhattan Legal Services, Citywide Task Force on Housing Court,
14 Metropolitan Council on Housing, New York State Tenants and Neighbors, Make the Road by
15 Walking, ACORN, The Door, tenant.net, Westside Tenants Council, Good Old Lower East Side
16 Assoc., and Housing Conservation Coordinators. The notice specified in this paragraph shall be
17 completed as per the terms of the Settlement Agreement.

18 5. Any member of the **Settlement Class** who does not file a valid and timely request
19 for exclusion will be bound by the **Final Judgment** and Order of Dismissal dismissing with
20 prejudice all claims by the **Settlement Class** which were alleged in the **Action**, and releasing all
21 known and unknown claims which are alleged or which could or might have been alleged in the
22 **Action**, including claims arising out of or otherwise directly relating to the allegations, factual
23 assertions, events, transactions, acts, occurrences, statements, representations, omissions, or any
24 other matter, embraced by, involved or set forth in, or otherwise related to, the **Action**.

25 6. The Notice to the **Settlement Class** as directed in this Order constitutes the best
26 notice practicable under the circumstances and constitutes valid, due and sufficient notice to all
27 members of the **Settlement Class**, complying fully with the requirements of Rule 23 of the

1 Federal Rules of Civil Procedure, the Constitution of the United States, and any other applicable
2 law.

3 7. **Qualifying Class Members** who wish to receive a **Settlement Payment** under
4 the **Agreement**, contingent upon approval by the Court of the Settlement, must complete and
5 return, under penalty of perjury, a **Verification Form** in the form attached as Exhibit C to the
6 **Agreement** to the **Claims Administrator** in the manner provided in the **Agreement**. The
7 deadline for submitting **Verification Forms** is May 16, 2006, as evidenced by the
8 postmark. Deficient or untimely **Verification Forms** shall be handled in accordance with
9 Section VI. of the **Agreement**.

10 8. The notice shall provide that **Class Members** who wish to object to the
11 **Settlement** must file with the **Court** and serve on counsel for the parties a written statement
12 objecting to the **Settlement** and a written notice of intention to appear at the **Fairness Hearing**
13 and object. Such written statement and notice must be filed with the **Court** and served on
14 counsel for the **Parties** by May 16, 2006 [~~30 days before **Fairness Hearing**~~]. **Class**
15 **Members** who fail to file and to serve timely written objections and notices of intention to
16 appear and to object in the manner specified above shall be deemed to have waived any
17 objections and shall be foreclosed from making any objection (whether by appeal or otherwise)
18 to the **Settlement**.

19 9. Any **Class Member** who wishes to be excluded from the **Settlement Class** must
20 mail a written request for exclusion, signed under penalty of perjury, to the **Claims**
21 **Administrator**. The request for exclusion must be postmarked no later than May 16, 2006
22 [~~30 days before the **Fairness Hearing**~~]. Any request for exclusion postmarked after _____
23 May 16, 2006 shall be of no force and effect. **Class Members** who fail to file and serve
24 a valid and timely request for exclusion on or before May 16 2006 shall be deemed a
25 **Settlement Class Member** and bound by all terms of the **Settlement** and the **Final Judgment**
26 entered in the **Action** if the **Settlement** is approved by the **Court**, regardless of whether they

1 have objected to the **Settlement**. Any **Class Member** who timely submits a valid request for
2 exclusion will not receive a **Settlement Payment**.

3 10. The **Claims Administrator** shall provide the Parties with a copy of all valid and
4 timely requests for exclusion within seven (7) days of receipt thereof by the **Claims**
5 **Administrator**. A list reflecting all requests for exclusion shall be filed with the **Court** by
6 **Plaintiffs' Attorneys** 20 days before the **Fairness Hearing**.

7 11. **Plaintiff** and **Plaintiffs' Attorneys** shall file all appropriate documents in support
8 of their request for final approval, and their requests for **Class Representative Enhancements**,
9 **Plaintiff's Attorneys' Fees** and **Plaintiff's Expenses**, on or before June 1, 2006.
10 A **Fairness Hearing** shall be held on June 16, 2006 at 10 a.m. in Courtroom
11 ~~12D~~^{12D} of the United States District Court, Southern District of New York, Daniel Patrick
12 Moynihan United States Courthouse, 500 Pearl Street, New York, New York to determine: (i)
13 whether the **Action** should be finally certified as a class action solely and exclusively for
14 settlement purposes; (ii) whether the proposed **Settlement** is fair, reasonable and adequate and
15 should be finally approved by the **Court**; (iii) whether the **Action** should be dismissed with
16 prejudice pursuant to Section VIII. of the **Agreement**; (iv) whether the **Class Members** should
17 be bound by the Release set forth in the **Agreement**; (v) the amount of attorneys' fees and costs
18 to award the **Plaintiffs' Attorneys**; (vi) the **Class Representative Enhancements** to award the
19 class representatives; and (vii) any other matter that may be relevant to the **Settlement**.

20 12. This Order shall become null and void, and shall be without prejudice to the rights
21 of the parties, all of whom are restored to their respective positions existing immediately before
22 this **Court** entered this Order, if: (i) the proposed **Settlement** is not finally approved by the
23 **Court**, or does not become final, pursuant to the terms of the **Agreement**; (ii) the proposed
24 **Settlement** is terminated in accordance with the **Agreement** or does not become effective under
25 the terms of the **Agreement** for any other reason; or (iii) the **Final Judgment** is not entered for
26 any reason.



1 In such event: (i) FAS will not be deemed to have consented to certification of any class,
2 and will retain all rights to fully object to or oppose any motion for class certification, including
3 certification of the identical class provided for herein or any other class(es); (ii) the proposed
4 **Settlement and Agreement** shall become null and void and be of no further force and effect, and
5 all negotiations, proceedings, documents prepared, and statements made in connection therewith
6 shall be without prejudice to the parties, shall not be deemed or construed to be an admission or
7 confession by the parties of any fact, matter, or proposition of law, and shall not be used in any
8 manner for any purpose, and all parties to the **Action** shall stand in the same position as if the
9 **Agreement** had not been negotiated, made, or filed with the **Court**; and (iii) this Order shall be
10 of no force or effect and shall not be construed or used as an admission, concession or
11 declaration by or against FAS of any fault, wrongdoing, breach or liability, or used to support the
12 certification of any class, nor shall the Order be construed or used as an admission, concession or
13 declaration by or against **Plaintiff[s]** or the **Class Members** that their claims lack merit or that
14 the relief requested in the **Action** is inappropriate, improper or unavailable, or as a waiver by any
15 party of any defenses or claims he, she or it may have.

16 13. The Settlement Hearing may, without further notice to the Settlement Class, be
17 continued or adjourned by order of the Court.

18 14. ^{in the event the settlement is approved,} *de*
19 **Plaintiffs** and the **Class Members** are enjoined from: (i) further prosecuting the
20 **Action**; or (ii) filing, commencing, prosecuting, maintaining, intervening in, participating in (as
21 class members or otherwise), or receiving any benefits from any other lawsuit, arbitration, or
22 administrative, regulatory or other proceedings in any jurisdiction based on or relating to the
23 claims and causes of action, or the facts and circumstances relating thereto, in the **Action** and/or
24 the **Released Claims**.

25 15. ^{in the event the settlement is approved,} *de*
26 Counsel are hereby authorized to utilize all reasonable procedures in connection
with the administration of the Settlement which are not materially inconsistent with this Order or
the terms of the Settlement Agreement.

6 3/16/06

SO ORDERED,
Lewis A. Kaplan
LEWIS A. KAPLAN, U.S.D.J. *AK*