

IN THE COURT OF COMMON PLEAS
OF PHILADELPHIA COUNTY

CIVIL TRIAL DIVISION

COPIES SENT
PURSUANT TO Pa.R.C.P. 236(b)

MAR 23 2009

FIRST JUDICIAL DISTRICT OF PA
USER I.D.: RTK

DONALD BROPHY : JANUARY TERM, 2004
: :
vs. : :
: : NO. 197
PHILADELPHIA GAS WORKS, ET AL. : CONTROL # 106381

DOCKETED

MAR 24 2009

C. HART
CIVIL ADMINISTRATION

FINAL JUDGMENT

AND NOW, this 23rd day of March, 2009, upon consideration of whether the proposed settlement of the above-referenced litigation (the "Litigation") should be finally approved, the parties having presented their settlement agreement to the Court, and after due and adequate notice to the members of the Class, the Court having held a hearing on March 23, 2009 on the fairness of the proposed settlement of the Litigation, at which objectors to the settlement were provided the opportunity to be heard, and the Court being fully advised of any objections, it is hereby ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all parties to this action, including all Class Members.
2. Notice of the proposed settlement has been timely provided to all class members. Such notice satisfies the requirements of Rule 1714(c) of the Pennsylvania Rules of Civil Procedure and due process.
3. No objections to this settlement have been received.
4. The Second Amended Settlement Agreement dated October 24, 2008 submitted with the parties' Petition for Preliminary Approval, as amended by

Brophy Etal Vs Phila Ga-JDORF



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Amendment dated November 13, 2008 (the "Second Amended Settlement Agreement") is APPROVED as fair, reasonable and adequate pursuant to Rule 1714(a) of the Pennsylvania Rules of Civil Procedure, and the parties are directed to consummate such agreement in accordance with this Order.

5. The Named Plaintiff and each member of the Settlement Classes who has not timely opted out of the Settlement Classes in accordance with the procedures established by the Court are hereby bound by the Second Amended Settlement Agreement.

6. All class members who have not opted out are permanently enjoined from bringing, joining, and/or continuing to prosecute against Defendants and/or City of Philadelphia any claim that was, could have been, or may be brought in this, or any other, action or otherwise, for which a release is being given under Section III.15 of the Second Amended Settlement Agreement. Any party violating the Court's injunction shall pay costs and attorney's fees incurred by any Released Party as a result of a violation of the Court's injunction.

7. Consummation of the settlement shall proceed as described in the Second Amended Settlement Agreement; and without affecting the finality of this Judgment in any way, this Court hereby retains jurisdiction over this matter in order to resolve any dispute which may arise in the implementation of this Final Judgment and Order of Dismissal. This Court retains continuing jurisdiction for purposes of supervising the implementation of the Second Amended Settlement Agreement.

8. The representative plaintiff is awarded the sum of three thousand dollars (\$3,000.00), constituting full and final settlement of his individual claims and incentive

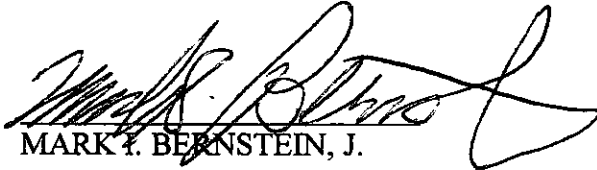
award. Defendants shall pay this amount within 30 days of Final Judgment as that term is defined in the Second Amended Settlement Agreement.

9. Class Counsel shall file a final report within 30 days of finality describing in detail the claims administration process, the testing performed and all results and further action necessitated therefrom. Interim reports shall be issued within 30 days of completion of each activity.

10. This Court retains jurisdiction of all matters relating to the modification, interpretation, administration, implementation, effectuation and enforcement of the Second Amended Settlement Agreement.

11. In the event the Settlement does not become effective in accordance with the terms of the Second Amended Settlement Agreement, the Court shall vacate this Final Judgment and Order of Dismissal and all Orders entered in connection with this Settlement shall be rendered null and void and without prejudice in any way to the parties.

BY THE COURT


MARK F. BERNSTEIN, J.