

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

IN RE: : **CHAPTER 7**
:
VALLEY CLUB OF HUNTINGDON VALLEY, :
:
DEBTOR. : **BKY. NO. 09-18744SR**

STIPULATION

Terry P. Dershaw, Esquire, the Chapter 7 Trustee (the “Trustee”) for the Estate of Valley Club of Huntingdon Valley (the “Debtor”), by and through his attorneys, the United States of America (the “United States”), by the United States Department of Justice, counsel for the United States in United States of America v. The Valley Club of Huntingdon Valley PA, U.S.D.C. E.D. Pa., Civil Action No. 10-00162-JF, the Pennsylvania Human Relations Commission (the “PHRC”), Creative Steps, Inc. and specific individual members and counselors who have filed complaints with the PHRC (collectively, “Creative Steps”), and the plaintiffs in A.B., et al. v. The Valley Club of Huntingdon Valley, PA, U.S.D.C. E.D. Pa. (the “District Court”), Civil Action No. 09-3091-JF, (“Class Action Plaintiffs”) (collectively the “Parties”), by and through their counsel, hereby stipulate and agree as follows (the “Stipulation”):

RECITALS

WHEREAS, the Class Action Plaintiffs filed a Complaint on their own behalf and on behalf of a putative class of similarly situated individuals in A.B., et al. v. The Valley Club of Huntingdon Valley, PA, U.S.D.C. E.D. Pa., Civil Action No. 09-3091-JF (the “Class Action”);

WHEREAS, the Debtor filed a Voluntary Petition for Relief under Chapter 7 of Title II of the United States Code (the “Bankruptcy Code”) on November 16, 2009 (the “Petition Date”) in the United States Bankruptcy Court for the Eastern District of Pennsylvania (the “Bankruptcy Court”);

WHEREAS, the Class Action Plaintiffs timely filed a Proof of Claim in the instant Bankruptcy Proceeding, docketed of record as Claim # 1, on their own behalf and on behalf of a class of similarly situated individuals (“POC # 1”);

WHEREAS, the United States of America filed a Complaint in United States of America v. The Valley Club of Huntingdon Valley PA, Civil Action No. 10-00162-JF on January 13, 2010 (the “Title II Action”);

WHEREAS, on April 15, 2010, the Trustee filed a Motion to Approve the Sale of Real Estate Free and Clear of Liens, Claims, Interests, and Encumbrances Pursuant to 11 U.S.C. Section 363 (the “Motion”);

WHEREAS, on May 7, May 21, and June 9, 2010, and through several telephone conferences thereafter, the Parties voluntarily participated in Mediation sessions conducted by The Honorable Carol S. Wells, U.S. Magistrate Judge of the United States District Court for the Eastern District of Pennsylvania (the “District Court”), as a result of which the Parties reached agreement on the terms of this Stipulation constituting a comprehensive settlement of the claims of the Parties as asserted in the Class Action, the Title II Action, POC # 1, and the PHRC Complaints of Creative Steps and the Class Action Plaintiffs (collectively the “Related Cases”);

WHEREAS, on May 13, 2010, the Trustee conducted an auction sale of the Debtor's real property under the auspices of this Court. After spirited bidding, the Trustee succeeded in securing a primary and a back-up bidder who provided the Trustee with documentation supporting their intentions to purchase the real property. The sale of the real property closed on or about June 9, 2010. The real property was sold for the gross sum of **\$1,460,000.00. (One Million Four Hundred and Sixty Thousand Dollars);**

WHEREAS, currently, the total sums of all Proofs of Claim filed by persons or entities, of record with this Court, on the docket of the instant Bankruptcy, including secured, unsecured and priority claims, other than the Settlement Beneficiaries, as defined below (whose civil rights claims were unliquidated when filed), equals the sum of \$53,707.64 (Fifty Three Thousand Seven Hundred Seven Dollars and Sixty Four Cents).

WHEREAS, the Trustee, upon application and approval of this Court, may be entitled to a statutory commission not to exceed **\$67,111.91 (Sixty Seven Thousand One Hundred and Eleven Dollars and Ninety One Cents)**, and expenses, and that other Administrative Expenses, subject to application to and approval of the Court, including, *inter alia*, legal fees to Trustee's Counsel, professional accounting fees, and bond payments that, according to the Trustee will be in excess of **\$210,000.00 (Two Hundred and Ten Thousand Dollars)**.

WHEREAS, the Trustee has paid to the IRS and/or other taxing entity estimated tax payments, including payments for a capital gains tax resulting from the sale of the real estate, in the sum of approximately \$420,000.00 **(Four Hundred Twenty Thousand Dollars)** following advice from his attorneys and accountant. Because Debtor was a non-profit entity, Class Action

Plaintiffs believe that there is or may be an exemption for the taxes paid, entitling a refund to the Estate in the sum of all or part of the estimated taxes paid.

WHEREAS, the current bank cash balance held by the Trustee in for the Estate is approximately \$726,607.28 (**Seven Hundred Twenty Six Thousand Six Hundred Seven Dollars and Twenty Eight Cents.**)

WHEREAS, in the event that all taxes paid are refunded, prior to any other deductions, the current available cash balance of the trustee will be approximately \$1,146,607.28 (One Million One Hundred Forty Six Thousand Six Hundred Seven Dollars and Twenty Eight Cents.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED to by and between the Parties as follows:

1. **Recitals.** The Recitals set forth above are hereby incorporated in full and made a part of this Stipulation.
2. **Settlement of Related Cases.** The Parties agree to resolve and settle fully the Related Cases under the terms of this Stipulation and hereby submit this Stipulation to the Bankruptcy Court for its review and approval.
3. **Payment of Claims and Estate Funds.** From Estate funds, the Trustee shall pay: (i) all allowed costs of administration including estimated taxes owed by the Estate; (ii) all allowed priority and unsecured claims; (iii) allowed claims of shareholders, equity holders, holders of bonds, donator or swim club members of the Debtor; and (iv) the entire remainder of all Estate funds shall be paid to Creative Steps and the Class Action Plaintiffs (collectively the

“Settlement Beneficiaries”), including any tax refunds or other income received by the Estate (collectively the “Settlement Fund”) in full and complete satisfaction of their claims.

4. **Two-Stage Distribution.** The Settlement Fund will be distributed in a two (2) stage process, as follows:

A. **Stage One** comprises distribution of funds by the Trustee for payment of all allowed costs, expenses and claims of the Estate, within ten (10) days after approval of this Stipulation and fulfillment of all conditions precedent to payment, including Court approval.

B. **Stage Two** comprises final payment by the Trustee to the Settlement Beneficiaries of any and all Estate funds that remain after payment of all allowed costs, expenses and claims and receipt of any income or refunds as a result of tax refunds or other claims, or objections to claims, brought by any party against any person or entity, including any other income to the Estate, until the administration of the Estate is closed and this Bankruptcy Case is closed.

5. **Interim Payments.** Nothing in this Stipulation shall bar any party from requesting the Court to Order or approve interim payments when amounts being held by the Trustee are significant enough to warrant any costs of such interim distribution or when equitable considerations weigh in favor of interim distribution prior to final closure of the Estate and this Bankruptcy Case.

6. **Objections to Proofs of Claim and Tax Refunds, and Consent of Trustee.** Within thirty (45) forty-five days of Court Approval of this Stipulation, the parties to this

Stipulation shall review all claims filed of record and, if appropriate, may object to any Proofs of Claim filed and/or initiate or prosecute any legal actions to determine the extent or validity of any claim for payment, fees, or expenses, whether such claim is secured, administrative, unsecured, priority, or otherwise. Objections may be to any claims, without limitation, challenging the status or claim of any creditor including those of any purported bond holder, shareholder, equity holder, donator, creditor, or swim club member of the Debtor. Following resolution of the claims and the claim process, the Trustee shall file a Motion pursuant to 11 U.S.C. § 505 for a determination of the taxes due and seek any appropriate refund of estimated taxes paid.

7. **Participation and Support of Objections.** The PHRC may join with the Settlement Beneficiaries as parties, intervenors, or amici curiae, to any Claims Objections, or other proceedings or litigation brought by or for, or concerning, the Settlement Beneficiaries, seeking to increase the amount of funds available for the Settlement Fund. In consideration of the releases granted herein, however, in the event that the PHRC joins in such proceeding, the PHRC agrees not to seek expenses or fees recovered from any additional funds obtained for the Estate or Settlement Beneficiaries as a result of such objections, proceedings or litigation.

8. **Court Approval of Minor's Compromise Required.** For those Settlement Beneficiaries who are minors at the time of the Order approving this Stipulation, counsel for the Settlement Beneficiaries shall, within sixty (60) days of approval of this Stipulation, petition the Bankruptcy Court, or any other court of competent jurisdiction, for an order approving the settlement and the placement of each minor's share in trust for the exclusive benefit of each minor and the payment of plaintiffs' counsel fees pursuant to Local Rule 41.2 of the U.S. District Court for the Eastern District of Pennsylvania and Pennsylvania Rule of Civil Procedure 2039.

9. **PHRC Consent and Release of Claims.** In consideration of the terms hereof, the PHRC agrees to waive its right under 43 P.S. § (f)(2)959 to seek civil penalties against the Debtor in connection with this matter. Upon approval of this Stipulation, and after determination of the Schedule of Distribution, the PHRC shall submit to the attorneys for the Trustee, the Class Action Plaintiffs, and Creative Steps a separate Conciliation Agreement and/or Withdrawal Form for each Complainant who has filed a complaint with the PHRC in this matter. The Agreement and/or Withdrawal Form shall provide that each Complainant accepts the terms herein as a satisfactory adjustment of his or her PHRC Complaint. The Agreement and/or Withdrawal Form shall release all claims and shall constitute complete resolutions of the PHRC's prosecution on behalf of each Complainant who signs an Agreement and/or Withdrawal Form. The PHRC's administrative proceedings in this matter shall be dismissed with prejudice under the terms of this Stipulation. The Agreement and/or Withdrawal Form shall also constitute complete resolutions of the Complainants' state law claims as provided by the Pennsylvania Human Relations Act. The Trustee acknowledges that he has the authority to sign the Agreements required by this paragraph on behalf of the Debtor, subject to the approval of this Court. The Trustee shall execute each Agreement and return them to Counsel for the PHRC, who will then obtain the signatures of each Complainant where applicable. When the signatures of all the Complainants are obtained in either an Agreement or Withdrawal Form, the Counsel for the PHRC shall submit the Agreement and/or Withdrawal Forms collectively to the Commissioners for ratification. In the event that a Complainant fails to cooperate and/or is unable to be located after due diligence, the Commission will dismiss the Complainant's complaint consistent with Commission policy and procedure.

10. **Attorney Fees.** The attorneys for the Class Action Plaintiffs and for Creative Steps, including but not limited to the law firms of Mildenberg & Stalbaum, P.C. and Levin & Zeiger, agree that, in connection with the Related Cases, they will reduce the attorneys fees to which they would otherwise be entitled, collectively, to no more than a collective total of 20% (twenty percent) of the Settlement Fund. All attorney's fees and costs will be paid only subject to Court Approval.

11. **Class Certification.** If a Motion for Class Action Certification or to Approve a Class Action Settlement is requested by the Settlement Beneficiaries, then the Trustee and the PHRC shall, and hereby do, consent and stipulate to class certification with respect to the claims of any or all Settlement Beneficiaries, and hold no objection to any request by attorneys for the Class Action Plaintiffs and Creative Steps request for appointment as class co-counsel.

12. **Schedule of Distribution.** The PHRC and the Settlement Beneficiaries have agreed to a proposed schedule of distribution setting out how much each claimant will receive within thirty (30) days after the Court approves the Stipulation. The schedule of distribution shall provide the name and address of each claimant as well as the amount to be paid. The schedule shall be provided to all counsel herein. Said schedule may also be filed under Seal with the Court if any of the claimants are minors at the time of Court approval. In the event agreement cannot be reached or is withheld by any Settlement Beneficiary, the Court shall hold such proceedings as deemed necessary, in the interests of justice, to determine any objections to the proposed distribution and/or to establish a process, if necessary, to set or adjudicate a valuation of the claims of the individual Settlement Beneficiaries.

13. **Trustee's Motion for Approval.** The Trustee shall, within ten (10) days after execution of this Stipulation by counsel for all Parties, file a Motion with the Bankruptcy Court pursuant to Rule of Bankruptcy Procedure 9019 seeking approval of this Agreement. Notice shall be sent to all parties in interest and all Settlement Beneficiaries who will then have an opportunity to object. Upon Court approval of this Stipulation, the Trustee shall file a Motion seeking approval of the settlement of two (2) matters pending before the Pennsylvania Human Relations Commission.

14. **Diversity Leadership Council.**

A. Set Aside for Leadership Council. As a condition of the Parties' agreement to the terms of this stipulation, the Parties, subject to Court approval, agree to set aside **\$65,000.000 (Sixty-Five Thousand Dollars)** of the Settlement Fund that would otherwise have been distributed to the Settlement Beneficiaries under the terms of this Stipulation for the creation of a Diversity Leadership Council (the "Leadership Council"). The set aside required by this provision shall be paid at the time of the Stage One distribution by the Trustee directly to the District Court, or to another escrow account as directed by the District Court, for use as described below.

B. Composition. The membership of the Leadership Council shall be comprised of: 1) the persons who were general members or board members of the Valley Club during the summer of 2009; 2) counselors who worked at Creative Steps in the summer of 2009; and 3) the families whose children attended the Creative Steps camp during the summer of 2009. All persons eligible for the Leadership Council under this paragraph shall be given an opportunity to join

the Leadership Council by submitting a statement of interest to the District Court.

- C. Purpose. The purpose of the Leadership Council shall be to encourage its members to interact with one another during activities appropriate for children that may include swimming, field trips, learning opportunities, attending camps, and other similar events.
- D. Formation of Leadership Council and Steering Committee. The parties have provided to the District Court a list of persons who are eligible for participation in the Leadership Council and have agreed to serve on an eight (8) person Steering Committee. Within thirty (30) days of entry of this Stipulation, the Steering Committee shall establish ground-rules for the governance of the Leadership Council. The signature of Counsel for the Class Action plaintiffs serves as confirmation that the Complainants whose names have been provided to the District Court under this paragraph have agreed to serve on the Steering Committee of the Leadership Council for an initial six (6) month term.
- E. Management of Leadership Council Funds. The Funds for the Leadership Council shall be held in escrow by the District Court, if practicable, and shall be released in one or more increments to a member of the Leadership Council's Steering Committee upon submission to and approval of the Honorable Magistrate Judge Carol S. Wells (or another Judge of the District Court to whom this matter may be assigned) of a detailed proposal(s), on behalf of the Leadership Council, for disbursement of funds to pay for a

specific children's activity or activities consistent with the Leadership Council's purposes. All Leadership Counsel Funds shall be used solely for the purposes specified herein and no portion of the funds may be used to pay Leadership Council members or Steering Committee members for their time or services relating to the implementation of the Leadership Council activities.

F. Distribution of Funds. In the event that the Leadership Council ceases to fulfill its purposes stated herein as determined by the PHRC, the PHRC may file a notice with the District Court seeking an Order authorizing that the remainder of the escrow funds be distributed to a qualified organization(s) selected by the PHRC for the purpose of conducting educational, recreational or fair housing activities in the greater Philadelphia region with a particular focus, if possible, on increasing swimming proficiency and/or swimming opportunities for children of all races and backgrounds.

15. **United States' Dismissal of Claims and Trustee's Consent to Dismissal.**

Upon approval and entry of this Stipulation by the Bankruptcy Court, the United States and counsel for the Trustee shall: (a) notify the Judge to whom the action is assigned that the issues between the parties in the Title II Action have been settled; (2) request that the action be dismissed with prejudice; and (3) enter a stipulations of dismissal, pursuant to U.S. District Court for the Eastern District of Pennsylvania Local Rule 41.1(b).

16. **Limited Release of Automatic Stay.** The parties consent to a limited release of the automatic stay under 11 U.S.C. Section 362 for all purposes relating to the implementation and enforcement of the terms of this agreement, including but not limited to the provisions regarding the Leadership Council and the Title II Action in the District Court. This Court's approval and entry of this

Stipulation shall serve as a limited release of the automatic stay for the purposes specified in this paragraph.

17. **Dismissal of Class Action.** Upon approval of this Stipulation, the Class Action Plaintiffs will request that the Class Action be dismissed pursuant to U.S. District Court for the Eastern District of Pennsylvania Local Rule 41.1(b).

18. **Final Order.** A final, unappealable Order of the Bankruptcy Court approving this Settlement shall constitute a complete and full satisfaction of all claims by and between the parties and each of the respective parties shall be released from further liability or claim.

19. **Entire Agreement.** This Stipulation contains the entire agreement between the parties and may only be amended, in writing, executed by all parties hereto and approved by the Bankruptcy Court.

20. **Merger.** This Stipulation sets forth the entire agreement and understanding of the parties hereto with respect to the subject matter herein and supersedes and merges all prior oral and written agreements, discussions and understandings between the parties with respect thereto, and none of the parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein.

21. **Authority.** The parties executing this Stipulation represent and warrant that they have reviewed and understand the terms of this Stipulation, that they have the authority to execute this Stipulation, and that when executed by the undersigned, the parties will be bound hereunder.

22. **Co-Drafters.** This Stipulation was drafted by cooperation of all Parties hereto, who had an opportunity to review and edit this Stipulation prior to execution hereof. Therefore, no ambiguities in this Stipulation shall be construed against any party solely on that basis that the party drafted the Stipulation or the language encompassing such term.

23. **Paragraph Headings.** The paragraph headings are for the convenience of the Parties only, and shall not be considered in interpretation or construction of the Terms of this Stipulation.

THE FOREGOING IS STIPULATED AND AGREED TO BY:

By: _____ Dated: _____
EDWARD J. DiDONATO
COUNSEL FOR TERRY P. DERSHAW, CHAPTER 7 TRUSTEE

By: _____ Dated: _____
CHARLES NIER
Title:
COUNSEL FOR THE PENNSYLVANIA HUMAN RELATIONS COMMISSION

By: _____ Dated: _____
LORI K. WAGNER
TRIAL ATTORNEYS
UNITED STATES DEPARTMENT OF JUSTICE
CIVIL RIGHTS DIVISION
HOUSING AND CIVIL ENFORCEMENT SECTION

By: _____ Dated: _____
LEVIN & ZEIGER LLP
GABRIEL LEVIN
COUNSEL FOR CREATIVE STEPS, INC.

By: _____ Dated: _____
MILDENBERG, P.C.
BRIAN R. MILDENBERG
DAVID S. MILDENBERG
COUNSEL FOR CLASS ACTION PLAINTIFFS

ORDERED AND APPROVED this
_____ day of _____, 2012.

STEPHEN RASLAVICH
CHIEF U.S. BANKRUPTCY JUDGE

Reviewed and Approved this
14th day of August, 2012
as to those paragraphs relating to the
continued participation and
jurisdiction of the District Court.



CAROL SANDRA MOORE WELLS
CHIEF U.S. MAGISTRATE JUDGE

23. **Paragraph Headings.** The paragraph headings are for the convenience of the Parties only, and shall not be considered in interpretation or construction of the Terms of this Stipulation.

THE FOREGOING IS STIPULATED AND AGREED TO BY:

By:  _____ Dated: 7/31/2012
EDWARD J. DiDONATO
COUNSEL FOR TERRY P. DERSHAW, CHAPTER 7 TRUSTEE

By: _____ Dated: _____
CHARLES NIER
Title:
COUNSEL FOR THE PENNSYLVANIA HUMAN RELATIONS COMMISSION

By: _____ Dated: _____
LORI K. WAGNER
TRIAL ATTORNEYS
UNITED STATES DEPARTMENT OF JUSTICE
CIVIL RIGHTS DIVISION
HOUSING AND CIVIL ENFORCEMENT SECTION

By: _____ Dated: _____
LEVIN & ZEIGER LLP
GABRIEL LEVIN
COUNSEL FOR CREATIVE STEPS, INC.

By: _____ Dated: _____
MILDENBERG & STALBAUM, P.C.
BRIAN R. MILDENBERG
DAVID S. MILDENBERG
COUNSEL FOR CLASS ACTION PLAINTIFFS

ORDERED AND APPROVED this
____ day of _____, 2012.

Reviewed and Approved this
____ day of _____, 2012
as to those paragraphs relating to the
continued participation and
jurisdiction of the District Court.

STEPHEN RASLAVICH
CHIEF U.S. BANKRUPTCY JUDGE

CAROL SANDRA MOORE WELLS
U.S. MAGISTRATE JUDGE

23. **Paragraph Headings.** The paragraph headings are for the convenience of the Parties only, and shall not be considered in interpretation or construction of the Terms of this Stipulation.

THE FOREGOING IS STIPULATED AND AGREED TO BY:

By: _____ Dated: _____
EDWARD J. DiDONATO
COUNSEL FOR TERRY P. DERSHAW, CHAPTER 7 TRUSTEE

By:  _____ Dated: 7/31/12
CHARLES NIER
Title:
COUNSEL FOR THE PENNSYLVANIA HUMAN RELATIONS COMMISSION

By: _____ Dated: _____
LORI K. WAGNER
TRIAL ATTORNEYS
UNITED STATES DEPARTMENT OF JUSTICE
CIVIL RIGHTS DIVISION
HOUSING AND CIVIL ENFORCEMENT SECTION

By: _____ Dated: _____
LEVIN & ZEIGER LLP
GABRIEL LEVIN
COUNSEL FOR CREATIVE STEPS, INC.

By: _____ Dated: _____
MILDENBERG & STALBAUM, P.C.
BRIAN R. MILDENBERG
DAVID S. MILDENBERG
COUNSEL FOR CLASS ACTION PLAINTIFFS

ORDERED AND APPROVED this
_____ day of _____, 2012.

Reviewed and Approved this
___ day of _____, 2012
as to those paragraphs relating to the
continued participation and
jurisdiction of the District Court.

STEPHEN RASLAVICH
CHIEF U.S. BANKRUPTCY JUDGE

CAROL SANDRA MOORE WELLS
U.S. MAGISTRATE JUDGE

23. **Paragraph Headings.** The paragraph headings are for the convenience of the Parties only, and shall not be considered in interpretation or construction of the Terms of this Stipulation.

THE FOREGOING IS STIPULATED AND AGREED TO BY:

By: _____ Dated: _____
EDWARD J. DiDONATO
COUNSEL FOR TERRY P. DERSHAW, CHAPTER 7 TRUSTEE

By: _____ Dated: _____
CHARLES NIER
Title:
COUNSEL FOR THE PENNSYLVANIA HUMAN RELATIONS COMMISSION

By: Lori K. Wagner Dated: 7-31-12
LORI K. WAGNER
TRIAL ATTORNEYS
UNITED STATES DEPARTMENT OF JUSTICE
CIVIL RIGHTS DIVISION
HOUSING AND CIVIL ENFORCEMENT SECTION

By: _____ Dated: _____
LEVIN & ZEIGER LLP
GABRIEL LEVIN
COUNSEL FOR CREATIVE STEPS, INC.

By: _____ Dated: _____
MILDENBERG & STALBAUM, P.C.
BRIAN R. MILDENBERG
DAVID S. MILDENBERG
COUNSEL FOR CLASS ACTION PLAINTIFFS

ORDERED AND APPROVED this
_____ day of _____, 2012.

Reviewed and Approved this
___ day of _____, 2012
as to those paragraphs relating to the
continued participation and
jurisdiction of the District Court.

STEPHEN RASLAVICH
CHIEF U.S. BANKRUPTCY JUDGE

CAROL SANDRA MOORE WELLS
U.S. MAGISTRATE JUDGE

23. **Paragraph Headings.** The paragraph headings are for the convenience of the Parties only, and shall not be considered in interpretation or construction of the Terms of this Stipulation.

THE FOREGOING IS STIPULATED AND AGREED TO BY:

By: _____ Dated: _____
EDWARD J. DiDONATO
COUNSEL FOR TERRY P. DERSHAW, CHAPTER 7 TRUSTEE

By: _____ Dated: _____
CHARLES NIER
Title:
COUNSEL FOR THE PENNSYLVANIA HUMAN RELATIONS COMMISSION

By: _____ Dated: _____
LORI K. WAGNER
TRIAL ATTORNEYS
UNITED STATES DEPARTMENT OF JUSTICE
CIVIL RIGHTS DIVISION
HOUSING AND CIVIL ENFORCEMENT SECTION

By:  _____ Dated: 7-31-12
LEVIN & ZEIGER LLP
GABRIEL LEVIN
COUNSEL FOR CREATIVE STEPS, INC.

By: _____ Dated: _____
MILDENBERG & STALBAUM, P.C.
BRIAN R. MILDENBERG
DAVID S. MILDENBERG
COUNSEL FOR CLASS ACTION PLAINTIFFS

ORDERED AND APPROVED this
____ day of _____, 2012.

Reviewed and Approved this
__ day of _____, 2012
as to those paragraphs relating to the
continued participation and
jurisdiction of the District Court.

STEPHEN RASLAVICH
CHIEF U.S. BANKRUPTCY JUDGE

CAROL SANDRA MOORE WELLS
U.S. MAGISTRATE JUDGE

23.

Paragraph Headings. The paragraph headings are for the convenience of

the Parties only, and shall not be considered in interpretation or construction of the Terms of this Stipulation.

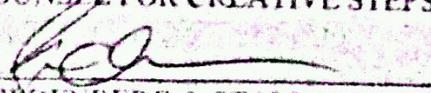
THE FOREGOING IS STIPULATED AND AGREED TO BY:

By: _____ Dated: _____
EDWARD J. DiDONATO
COUNSEL FOR TERRY P. DERSHAW, CHAPTER 7 TRUSTEE

By: _____ Dated: _____
CHARLES NIER
Title:
COUNSEL FOR THE PENNSYLVANIA HUMAN RELATIONS COMMISSION

By: _____ Dated: _____
LORI K. WAGNER
TRIAL ATTORNEYS
UNITED STATES DEPARTMENT OF JUSTICE
CIVIL RIGHTS DIVISION
HOUSING AND CIVIL ENFORCEMENT SECTION

By: _____ Dated: _____
LEVIN & ZEIGER LLP
GABRIEL LEVIN
COUNSEL FOR CREATIVE STEPS, INC.

By:  _____ Dated: 8/1/2012
MILDENBERG & STALBAUM, P.C. - LAW FIRM, P.C.
BRIAN R. MILDENBERG
DAVID S. MILDENBERG
COUNSEL FOR CLASS ACTION PLAINTIFFS

ORDERED AND APPROVED this _____ day of _____, 2012.

STEPHEN RASLAVICH
CHIEF U.S. BANKRUPTCY JUDGE

Reviewed and Approved this _____ day of _____, 2012
as to those paragraphs relating to the
continued participation and
jurisdiction of the District Court.

CAROL SANDRA MOORE WELLS
U.S. MAGISTRATE JUDGE