

96CV03062-CPS-0

OCT 23 1998

CM

ky

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

U.S. DISTRICT COURT
EASTERN DISTRICT OF N.Y.

NOV 6 1998

ABRAHAM FLINT, on behalf of himself)
and all others similarly situated,)

Plaintiff,)

v.)

NO: CV 96 3062 (CPS)

BROOKLYN UNION GAS COMPANY)
and COLLECTACCOUNT SERVICES, INC.,)

Defendants.)

FINAL ORDER

On March 10, 1997, this Court preliminarily approved the settlement reached between Brooklyn Union Gas Company and CollectAccount Services, Inc. (collectively "Defendants"), and Abraham Flint ("Plaintiff"). The Court approved a form of notice for mailing to the class. The Court is informed that out of a total of 71,407 class members (counting couples and other joint obligors as a single class member), actual notice was sent by first-class mail, and not returned, on 51,743. A total of 19,664 envelopes were returned by the United States Postal Service marked not deliverable and no forwarding address available. Two class members opted out. Two objections were filed or received.

On June 16, 1997, the Court held a fairness hearing to which members of the class, including any with objections, were invited. The Court, being fully advised in the premises, hereby orders:

1. Certification of a class under Fed.R.Civ.P.23 (b) (3), for settlement purposes only, of all individuals who a debt collection letter was sent in the form of Exhibits A and B to plaintiff's complaint from CollectAccount Services, Inc. during the

(76)

time period June 20, 1995, through September 13, 1996, in connection with debts allegedly owed to Brooklyn Union Gas.

2. The Court finds based upon the stipulations of the parties, for settlement purposes only that:

a. The class is sufficiently numerous that joinder is impracticable. The class as defined above includes approximately 71,407 persons.

b. Common questions of fact and law predominate over any questions affecting only individual class members. The common questions concern the legality of certain representations and demands made in the debt collection letters regarding legal action on the debt.

c. Plaintiff is an appropriate and adequate representative for the class.

d. A class action is a superior method for the fair and efficient adjudication of the claims of the class.

3. The Court finds that the provisions for notice to the class satisfy the requirements of Fed.R.Civ.P. 23 and due process.

4. The Court finds that the settlement is fair and reasonable, and hereby approves the **CLASS SETTLEMENT AGREEMENT** submitted by the parties, including the release and the payment of \$72,000 in fees and costs to counsel for the class, \$1000 to the named plaintiff and expungement of Flint's \$1181.56 debt to Brooklyn Union Gas. The parties are directed to implement the Settlement Agreement in accordance with its terms.

5. Each class member shall, as of the effective date of this settlement, be deemed to release and discharge forever Defendants and their heirs, their current and former officers, directors, successors, predecessors, executors, administrators, assigns, shareholders, affiliated companies, attorneys and employees ("Released Parties"), from all claims, controversies, liabilities, actions and causes of actions based upon the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq. or on any other legal theory, state or federal, relating to the sending of letters bearing the name "CollectAccount Services, Inc." from the beginning of time to the Effective Date of this Settlement Agreement, whether or not known now, anticipated, unanticipated, suspected or claimed, fixed or contingent, whether yet accrued or not and whether damage has resulted from such or not, except that the individual claims of class members (other than plaintiff) for actual damages are not released. This release is conditioned upon the performance by Defendants of their obligations toward the class members set forth in the Settlement Agreement.

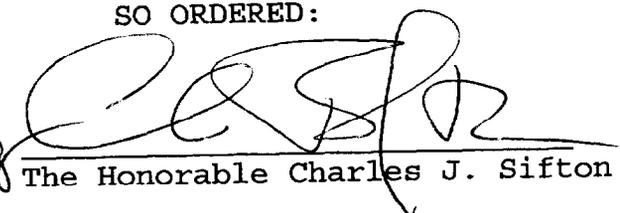
6. The Court finds that the Settlement Agreement is fair and made in good faith.

7. The Court dismisses the claims of plaintiff and the class against Defendants and the Released Parties (as defined in the Settlement Agreement) with prejudice and without costs (other than what has been provided for in the Settlement Agreement).

8. The Court retains jurisdiction over the interpretation, enforcement and implementation of the Settlement

Agreement and of this Order.

SO ORDERED:

Date October 28, 1998 
The Honorable Charles J. Sifton