

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

P.V., a minor, by and through his Parents,	:	CIVIL ACTION
PEDRO VALENTIN and YOLANDA	:	
CRUZ, individually, and on behalf of all	:	
others similarly situated, et al.,	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
THE SCHOOL DISTRICT OF	:	NO. 11-4027
PHILADELPHIA et al.,	:	
Defendants.	:	

ORDER

AND NOW, this 3rd day of June 2014, upon consideration of the parties’ Settlement Agreement (Doc. No. 114-1), and following a fairness hearing held before this Court on June 3, 2014 (see Doc. No. 120), it is hereby ORDERED as follows:

1. The proposed settlement, set forth in the parties’ Settlement Agreement (Doc. No. 114-1), is APPROVED.

The Court finds that the terms of the Settlement Agreement are fair, reasonable, and adequate. An initial presumption of fairness attaches because the Settlement Agreement is the product of arms-length negotiation between experienced counsel, comes after more than two years of litigation, and has not been objected to by any member of the class. See Sullivan v. DB Investments, Inc., 667 F.3d 273, 320 n.54 (3d Cir. 2011).

Analysis of the nine Girsh factors confirms that the proposed settlement is fair, reasonable, and adequate. See Dewey v. Volkswagen Aktiengesellschaft, 681 F.3d 170, 179 (3d Cir. 2012) (quoting Girsh v. Jepson, 521 F.2d 153, 157 (3d Cir.1975)). With respect to those nine factors, the Court finds as follows: (1) the proposed settlement eliminates the need for further litigation before this Court and the possibility of appeal, a potentially lengthy and expensive process; (2) after adequate notice, no member of the class has objected to the proposed settlement (see Doc. Nos. 118–19); (3) the parties have a great appreciation of the merits of this case because discovery is complete, and the Court has certified the class and resolved the parties’ cross-motions for summary judgment; (4) the risks of establishing liability are significant because this case presents novel questions related to the educational

placement of students with autism; (5) damages are not at issue in this case; (6) there would have been little risk of maintaining the class action through trial; (7) Defendants' ability to withstand greater judgment is not implicated; and (8–9) the terms of the settlement appear to exceed the relief Plaintiffs were likely to receive at trial, most notably with respect to the publication of a list of schools with an Autistic Support classroom. Each of these factors either weighs in favor of approval or is neutral.

The Court also finds that the proposed payment of \$325,000 in attorneys' fees and expenses to Plaintiffs, an amount that appears to be substantially below the amount calculated by the lodestar method, is reasonable and appropriate.

2. Plaintiffs' claims are DISMISSED with prejudice.
3. The Court shall retain jurisdiction over this matter through Monday, January 2, 2017, for purposes of enforcing the terms of the Settlement Agreement.
4. The Clerk of Court shall mark this matter CLOSED for statistical purposes.

BY THE COURT:

/s/ Legrome D. Davis

Legrome D. Davis, J.