

(a) all individuals with property addresses in New York, (b) to whom SPS sent a monthly statement, (c) with respect to a loan that was over 30 days behind at the time SPS began servicing it, according to the records of SPS, (d) and had been accelerated at the time the monthly statement had been sent, (e) where the monthly statement referred to late charges for late payments, and (f) the monthly statement was sent at any time during a period beginning October 3, 2016 and ending October 3, 2017. It is estimated that the class includes approximately 5,082 such accounts.

3. Based on the motion for preliminary approval, and for settlement purposes only, the

Court finds that:

(A) the class as defined is sufficiently numerous such that joinder is impracticable;

(B) common questions of law and fact predominate over any questions affecting only individual Class Members, and include whether or not Defendant violated the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq. ("FDCPA") when it sent a monthly account statement on accelerated loans that stated that a late fee would be assessed if a monthly payment was not received by a date certain.

(C) the claims of Plaintiffs, Harold Kahn and Deborah Kahn, are typical of the Class Members' Claims;

(D) Plaintiffs Harold Kahn and Deborah Kahn are appropriate and adequate representatives for the Class and their attorneys, Edelman, Combs, Lattuner and Goodwin, LLC, & Law Office of Lawrence Katz, are hereby appointed as Class Counsel; and

(E) a class action is the superior method for the fair and efficient adjudication of the claims of the Class Members.

4. The Court finds that the settlement was a product of arms-length negotiations during a settlement conference between the parties before the Honorable Paul E. Davison.

5. The Court finds that at the time of the settlement conference the parties had engaged in extensive discovery (written discovery and party depositions) and had fully briefed plaintiffs' Motion for Class Certification.

6. The Court approves and appoints Class-Settlement.com as the Settlement Administrator for the Class.

7. If the above Settlement is not given final approval for any reason or in any way, as defined in Paragraph 1.10 of the Settlement Agreement, or the Settlement Agreement is rescinded and terminated, the Parties shall be restored to their respective positions in the Action as of the approximate date prior to which the agreement-in-principle to settle the Action was reached. In such event, the terms and provisions of the Agreement shall have no further force and effect with respect to the Parties, shall be deemed to be without prejudice in any way to the position of the Parties with respect to this Action or any other action, and shall not be used in the Action or in any other proceeding for any purpose, except as provided in the Agreement or herein.

8. A hearing on the fairness and reasonableness of the Agreement and whether final approval shall be given to it, the requests for attorney's fees and expenses by Class Counsel, and the Class Representatives' request for a Class Representative Award will be held before this Court on July 11, 2019 at 10:30 a.m./~~p.m.~~

9. The Court approves the proposed form of notice to the Class Members, to be directed to the last known address of the Class Members as shown on Defendant's records.

10. Class Counsel shall cause the Settlement Administrator to mail notice to class members on or before May 10, 2019 (within 45 days after entry of the Preliminary Approval Order). The Settlement Administrator will have the notice sent by any form of bulk mail that provides address-forwarding mail to each address. It will re-mail any notice that is returned with a forwarding address within five (5) business days.

11. Defendant shall (1) provide class counsel with the names and last known address of each class member and (2) advance to Class Counsel the costs of class notice and administration in the amount of \$10,250.00 within ten (10) days following entry of the preliminary approval order.

12. The Court finds that mailing of the class notice and the other measures specified above to locate and notify members of the class is the only notice required and that such notice satisfies the requirements of due process and FED. R. CIV. P. 23(c)(2)(B).

13. Class members shall have 45 days from the mailing of class notices to submit a Claim Form to participate in the proposed settlement. Class members shall have 45 days from the mailing of class notice to submit requests for exclusion, or object to the proposed settlement. Any class member who desires to exclude himself or herself from the action must mail a request for exclusion to Class Counsel and Defendant's Counsel by the deadline. Claim forms, requests for Exclusions and Objections to the Settlement are to be received by June 24, 2019. To be valid, Claim Forms and Requests for Exclusion must be signed by all co-borrowers. If the Claim Form or Request for Exclusion does not contain all borrowers' signatures, there must be a valid explanation for the unavailability of co-borrowers to sign.

14. To be valid, a request for exclusion must be in writing, signed by the Class Member (or their authorized representative) who seeks exclusions, must be sent to the Settlement Administrator, and contain a written statement that must include: (1) the Class Member's name(s), address(es), and telephone number(s); and (2) the following statement: "I request to be excluded from the settlement class in "Kahn, et al v. Select Portfolio, Inc.," (a "Request for Exclusion"). Such Request for Exclusion must be received by the Settlement Administrator within forty-five (45) days after the Notice Date.

15. Class Counsel shall file its fee petition by June 10, 2019 (within 30 days after the Notice Date).

16. The Class Representatives, by and through Class Counsel, shall file a request for

approval of the Class Representatives' Class Representative Award by
June 10, 2019.

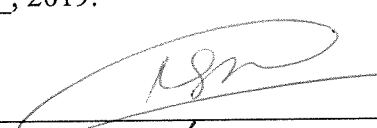
17. Defendant shall file proof of compliance with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. §1715(b) within ten (10) days after the entry of the Preliminary Approval Order.

18. The Court finds that dissemination of the Notice in the manner described herein constitutes the best notice practicable under the circumstances to potential Settlement Class Members and complies fully with Federal Rule of Civil Procedure 23, any and all substantive and procedural due process rights guaranteed by the United States Constitution, and any other applicable law.

19. All discovery and other proceedings in the Action are stayed unless pursuant to the Court's Order for the purpose of implementing the Settlement or complying with the terms of the Agreement.

20. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Class.

SO ORDERED this 25th day of March, 2019.



Hon. Nelson S. Roman
United States District Judge

Clerk of Court requested to terminate
the motion (doc. 72).