

**SUPERIOR COURT OF NEW JERSEY
BURLINGTON COUNTY**

**JOVANY BLASINI and JAMIE BARALDI, on :
behalf of themselves and all others similarly :
situated :**

Plaintiffs,

v.

**PRUDENTIAL REAL ESTATE AFFILIATES, :
INC., PRUDENTIAL FOX & ROACH :
REALTORS® :**

Defendants.

DOCKET NO.: BUR-L-989-11

CLASS ACTION

SETTLEMENT AGREEMENT

Plaintiffs Jovany Blasini and Jamie Baraldi, by and through their counsel, and Defendants Prudential Real Estate Affiliates, Inc. ("PREA") and Prudential Fox & Roach Realtors® ("PFR"), by and through their counsel, hereby enter into this Settlement Agreement providing, subject to the approval of the Court, for the settlement of the Plaintiff's and the Settlement Class's claims herein described against Defendant.

WHEREAS, Plaintiffs filed the above-captioned class action against Defendants alleging that Defendants improperly charge buyers to whom they provide real estate brokerage services, administrative fees for which no separate or additional services were provided;

WHEREAS, Defendants have denied Plaintiffs' claims, and deny any wrongdoing or liability to Plaintiffs or the members of the Class of any kind;

WHEREAS, Plaintiffs have obtained information from PFR about the nature and extent of its practices that will be set forth in a sworn certification;

WHEREAS, Plaintiffs have concluded that settlement is desirable in order to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve finally and completely all pending and potential claims of the Plaintiffs and all members of the Settlement Class relating to claims which were or could have been asserted by Plaintiffs and the Class Members in this Litigation, relating to the practices at issue;

WHEREAS, Plaintiffs recognize that the costs and risks of prosecution of this Litigation, and believe that their interest, and the interest of all Class Members, to resolve this Litigation, and any and all claims against Defendants, in this Settlement Agreement;

WHEREAS, Defendants also recognize the costs and risks of litigation and notwithstanding their strong belief that they have done nothing wrong, believe that this settlement is a fair means of resolving the dispute;

WHEREAS, significant arms-length settlement negotiations have taken place between the Parties and, as a result, this Settlement Agreement has been reached, subject to the Court approval process set forth herein;

WHEREAS, solely for purposes of settlement, the Parties agree to a certification of a Settlement Class defined as follows:

All persons or entities who purchased residential real estate in New Jersey between March 16, 2005 and December 31, 2009, who in connection with that sale were charged an Administrative Fee by PFR, which Fee they paid or had paid on their behalf, where the sale involved "a federally related mortgage loan" as set forth under RESPA. (Class or Settlement Class).

WHEREAS, the Plaintiffs and Class Counsel believe that this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate and in the best interest of Class Members; and

WHEREAS, this Settlement Agreement is made and entered into by and among Plaintiffs and Defendants, individually and on behalf of the Settlement Class.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned Parties as follows:

I. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. Action. “Action” shall mean this above-captioned class action pending before the Superior Court of New Jersey, Law Division, Burlington County.

B. Administrative Fee is a separate charge outside of the PFR Brokerage Fee or commission that is referenced in PFR’s exclusive buyer agency contract or other documentation as an administrative fee or words to that effect.

C. Claim Form. “Claim Form” shall mean a form to which the parties shall agree upon and designate as **Exhibit A** hereto, or a form in substantially the same form as that attached hereto as **Exhibit A**.

D. Claims Period. “Claims Period” shall mean the time period through which Claim Forms may be submitted by Class Members and shall conclude one hundred and twenty (120) days after the entry of the Preliminary Approval Order (defined below) with respect to this Settlement.

E. Class Counsel. “Class Counsel” shall mean Law Offices of Shabel & DeNittis P.C.

F. Class Counsel Fees and Expenses. “Class Counsel Fees and Expenses” shall mean one third of the “Common Fund” established—*i.e.*, \$90,000, that the Parties have agreed Class Counsel may receive from the Common Fund subject to Court approval as part of the resolution of this Litigation to cover the reasonable attorneys’ fees and expenses and risk Plaintiffs’ counsel undertook in bringing this case. The Class Counsel Fees and Expenses will be paid out of the Common Fund, with Class Counsel making an application for attorneys’ fees and expenses consisting of not more than one third of the Common Fund. .

G. Class Members. “Class Members” shall mean the members of the Settlement Class.

H. Class Notice. “Class Notice” shall mean the Court-approved form of notice to Class Members informing them of the (i) preliminary approval of the Settlement; (ii) scheduling of the Final Approval Hearing; and (iii) opportunity to submit a claim. The form of this Notice shall be agreed upon by the Parties be designated as **Exhibit B** and shall be approved by the Cour prior to its dissemination. .

I. Court. “Court” shall mean the Superior Court of New Jersey, Law Division, Burlington County.

J. Common Fund. “Common Fund” shall mean the sum of two hundred and seventy thousand dollars (\$270,000) to be paid by PFR into an interest bearing account within thirty (30) days of the entry of the Final Approval Order, from which all valid claims, Class Counsel Fees and Expenses and Incentive Awards will be paid. Within five (5) days of the deposit of the Common Fund in the interest bearing account, PFR shall notify Class Counsel of the same and, upon request, provide reasonable proof of the same. After all valid claims, Class Counsel Fees and Expenses and

Incentive Award have been paid from the Common Fund, sixty percent (60%) of any monies remaining shall revert to PFR. The remaining forty percent (40%) of all monies remaining in the Common Fund shall be used to make the *Cy Pres* Award as set forth in this Settlement Agreement.

K. Cy Pres Award. “*Cy Pres* Award” shall mean the payment of forty percent (40%) of the Common Fund that may remain (after deducting valid claims paid, Class Counsel Fees and Expenses and Incentive Awards) to one or more charities designated by agreement of the parties and approved by the Court.

L. Defendants. “Defendants” shall mean PREA and PFR, as well as their predecessors, successors, assigns, directors, officers, agents, attorneys, representatives and employees.

M. Defendants’ Counsel. “Defendants’ Counsel” shall mean Foley & Lardner, LLP and Reger, Rizzo & Darnall LLP.

N. Effective Date. “Effective Date” is the date on which this settlement becomes Final within the meaning of section O.

O. Final. With respect to the Judgment, this Settlement, or to any award of any claims, or any award of attorneys’ fees and expenses (the Fee Award) “Final” means that the time for appeal or writ review has expired or, if an appeal or petition for review is taken and dismissed or the Settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the Judgment is set aside, materially modified, or overturned by the Court or on appeal, and is not fully reinstated on further appeal, the Judgment shall not become final. Any proceeding or order or any appeal or petition for review or writ of certiorari pertaining solely to Fee Award or any award of incentive payments to Plaintiffs will not in any way delay or preclude the Judgment from becoming final.

P. Final Approval Hearing And Order. “Final Approval Hearing” shall mean the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and “Final Approval Order” shall mean the Court order that approves this Settlement Agreement, approves payment of attorneys’ fees and expenses, and makes such other final rulings as are contemplated by this Settlement Agreement.

Q. Incentive Award. “Incentive Award” shall mean the one thousand two hundred and fifty dollars (\$1,250) payment that the Defendant has agreed to pay to each the Named Plaintiffs (*i.e.*, Jovany Blasini and Jamie Baraldi) subject to approval of the Court.

R. Litigation. “Litigation” shall mean this above-captioned class action proceeding pending before the Superior Court of New Jersey, Law Division, Burlington County.

S. Objection Date. “Objection Date” shall mean the date agreed upon by the Parties or otherwise ordered by the Court for Class Members to object to the Settlement Agreement’s terms or provisions and submit any required statements, proof, or other materials and/or argument.

T. Opt-Out Deadline. “Opt-Out Deadline” shall mean the date agreed upon by the Parties or otherwise ordered by the Court, by which any Class Members who do not wish to be included in the Settlement Class and participate in the Settlement Agreement must complete the acts necessary to properly effect such election.

U. Opt-Out List. “Opt-Out List” shall mean a written list prepared by Class Counsel of all Class Members who submit timely Requests for Exclusion.

V. Parties. “Parties” shall mean the Named Plaintiffs and the Defendants.

W. Plaintiffs. “Plaintiffs” shall mean Jovany Blasini and Jamie Baraldi.

X. Preliminary Approval Order. “Preliminary Approval Order” shall mean the order of

the Court preliminarily approving this Settlement Agreement, the form of which the parties shall agree upon and designate as **Exhibit C** or a form that is substantially the same form as that approved by the Court.

Y. Request for Exclusion. "Request for Exclusion" shall mean any request by any Class Member to opt out of, or for exclusion from, the Settlement that is in compliance with the provisions of Section VII of this Settlement Agreement..

Z. Settlement. "Settlement" shall mean the agreement by the Parties to resolve this Litigation, the terms of which have been memorialized and provided for in this Settlement Agreement.

AA. Settlement Agreement. "Settlement Agreement" shall mean this Settlement Agreement and all the exhibits attached hereto.

BB. Settlement Class. "Settlement Class shall mean all persons or entities who purchased residential real estate in New Jersey between March 16, 2005 and December 31, 2009, who in connection with that purchase were charged an Administrative Fee by PFR, which they paid or had paid on their behalf, where the sale involved "a federally related mortgage loan" as set forth under RESPA.

CC. PFR. "PFR" shall mean Prudential Fox & Roach Realtors®.

II. REQUIRED EVENTS

A. Promptly after execution of this Settlement Agreement by all Parties:

1. Class Counsel and Defendants' Counsel shall take all reasonable and necessary steps, subject to the court's availability, to obtain entry of the Preliminary Approval Order and to move for the Final Approval Order.

2. The parties to the Settlement Agreement shall jointly move for entry of a Preliminary Approval Order in the same or substantially identical form as that attached hereto as **Exhibit “C.”**

3. The Parties will use their best reasonable efforts, consistent with the terms of this Settlement Agreement, to promptly obtain a Final Approval Order.

4. In the event that the Court fails to issue the Preliminary Approval Order or Final Approval Order in all material aspects as those proposed to the Court, this Settlement Agreement is voidable by the party or parties adversely affected by the courts reason for its failure to provide approval, except that any failure to approve the Fee Award or Incentive Awards in the amount requested shall not give Plaintiffs the right to void the Settlement Agreement.

5. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement is essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

6. Upon the Effective Date, Judgment in this action shall be rendered, subject to the continuing jurisdiction of this Court as provided in Section IX herein.

III. SETTLEMENT TERMS

A. Subject to the terms of this agreement, PFR have agreed to create a Common Fund consisting of \$270,000 which, after payment of Class Counsel Fees and Expenses and the Incentive Award, will be used to pay all valid claims timely submitted by Class Members in an amount equal to one third of the amount of the Administrative Fee that they were charged. Valid Claims are defined as claims pursuant to which Class Members timely submit complete claim forms including copies of fully executed HUD-1 forms or other relevant documentation that shows an Administrative Fee charged by PFR and paid for by or on behalf of the claimant. PFR shall use reasonable commercial efforts to pay all claims that it believes in good faith to be valid not later than forty five (45) days after the Effective Date of this Agreement. Notwithstanding anything herein, to the contrary, in the event that the Common Fund is insufficient to provide full redress to the Settlement Class Members, the funds will be distributed to Settlement Class Members on a *pro rata* basis.

PFR has also agreed to provide in advance of the motion for preliminary approval a certification regarding the nature and amount of administrative fees PFR has charged and collected from sellers during the Class Period. It is agreed and understood that PREA is a franchisor that does not charge fees to consumers.

B. The parties also have agreed to a *Cy Pres* Award. The *Cy Pres* Award, if any, shall be made to one or more charities to be designated by agreement of the Parties. The Parties will work in good faith to seek to obtain Court approval of the proposed *Cy Pres* Award within sixty (60) days of the close of the Claim Period.

IV. CLAIMS ADMINISTRATION

A. PFR and Class Counsel jointly will administer and be responsible for the claims process. Specifically, PFR initially will determine the validity of claims and examine the proof submitted on claims using its records and other available information. A Class Member who timely submits a Valid Claim, shall be deemed to have submitted adequate proof unless PFR produces documentation that shows the class member was not really charged or did not pay an Administrative Fee or have one paid on its behalf. Sixty (60) days after the expiration of the Claims Period, PFR shall submit a report to Class Counsel regarding the basis for rejection of any claims. In the event that PFR and Class Counsel cannot resolve any disagreements over the validity of any disputed claims, the matter will be submitted in writing to the Court, whose ruling as to the validity of such disputed claims submitted to it will be binding and final, without further appeal.

V. NOTIFICATION TO CLASS MEMBERS

A. PFR shall be responsible, subject to the Court approving the same, for sending written notice by mail to all buyers who it believes may be class members at their last known address and Publication of the Class Notice on one date in the *Philadelphia Inquirer* (South Jersey Edition), the *Courier Post*, the *Press of Atlantic City*, the *Trentonian*, the *Burlington County Times* and the *Gloucester County Times*.

B. Class Notice will also be posted by Class Counsel in a prominent location on Class Counsel's website (<http://www.shabeldenittis.com>) and on a website entitled www.adminfeeclaimaction.com and the Class Notice to be published will also provide Class Counsel's phone number and email address so that Class Members can make such inquiries as may be appropriate.

C. The Claims Period shall run for a period of one hundred and twenty (120) days, commencing on the date the Preliminary Approval Order is entered.

D. All costs of printing, mailing, and publishing the Class Notice as set out forth in section V-A. will be paid by PFR. For the avoidance of doubt, the parties agree that there shall be no charge to PFR for the posting of the Class Notice on Class Counsel's website or for any of the time Class Counsel expends in responding to class member inquiries .

E. Proof of Notice. No later than ten (10) days prior to the Final Approval Hearing, PFR shall provide an affidavit to the Court, with a copy to Class Counsel, attesting that notice was published in a manner consistent with the terms of this Settlement Agreement.

VI. REQUESTS FOR EXCLUSION BY CLASS MEMBERS

A. Any Class Member may make a Request for Exclusion by mailing or delivering such request in writing to Class Counsel and Defendants' Counsel at the addresses set forth in the Class Notice. Any Request for Exclusion must be postmarked or delivered not later than the date specified in the Court's Preliminary Approval Order. Any Request for Exclusion shall state the name, address and telephone number of the person requesting exclusion and contain a clear statement communicating that such person elects to be excluded from the Settlement Class and elects to be excluded from any judgment entered pursuant to this Settlement.

B. Any Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

C. Class Counsel shall report the names of all individuals who have submitted a Request for Exclusion to the Court no less than ten (10) days prior to the Final Approval Hearing.

VII. OBJECTIONS BY SETTLEMENT CLASS MEMBERS

A. The Parties will request that the Court enter an order requiring any Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, to file a written notice of objection by the Objection Date. Such objections shall state the name, address and telephone number of the person and provide proof of membership in the Settlement Class, as well as a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such person wishes to be considered.

B. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objections to the Settlement Agreement, in accordance with such Class Member's due process rights. The Preliminary Approval Order and Class Notice will require all Class Members who have any objections to file such notice of objection or request to be heard with the Court, and serve by mail or hand delivery such notice of objection or request to be heard upon Class Counsel and Defendants' Counsel at the addresses set forth in the Class Notice, by no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Court, along with the required information and documentation set forth above, or to serve them as provided above shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

VIII. RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT

A. By this Settlement Agreement and the following Release, Defendants, their affiliates, and their respective, owners, shareholders, officers employees, agents and representatives are released from any and all claims or causes of action, whether known or unknown, that were, or could have been, asserted by the named Plaintiffs or any member of the Class against the Defendants, arising out of the Defendants' conduct in the transactions which are the subject of the Action.

B. This Settlement Agreement and Release does not affect the rights of Class Members who timely and properly request exclusion from the Settlement Agreement.

C. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the Release. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to the Settlement Agreement.

D. Upon issuance of the Final Approval Order and the Effective Date of the Settlement: (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members, except those who have opted out in accordance with the terms and provisions hereof; (ii) the Defendants shall not be subject to liability or expense of any kind to any Class Members except as set forth herein; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all released claims against Defendants in any federal or state court in the United States or any other tribunal.

IX. ATTORNEYS' FEES AND INCENTIVE AWARD

A. Plaintiff shall make (and Defendants have agreed not to oppose) an application to the Court for attorneys fees, costs and expenses not to exceed ninety thousand dollars (\$90,000) (the "Fee Award"), which the parties have agreed shall be paid from the Common Fund. Unless modified by the Court, the fee award shall be paid by check or wire transfer to Shabel & DeNittis, P.C., within five (5) days after the Effective Date of the Settlement Agreement.

B. Given the efforts of the Plaintiff on behalf of the Class Members, the parties have also agreed that each Named Plaintiff should receive a one thousand two hundred and fifty dollars (\$1,250.00) Incentive Award from the Common Fund. Such award shall be paid by check and shall be delivered to Class Counsel within five (5) days after the Effective Date of the Settlement Agreement.

X. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiffs, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal, valid and binding obligation.

B. Defendants, through its undersigned attorneys, represent and warrant that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Defendants of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendants. This Settlement

Agreement has been duly and validly executed and delivered by Defendants and constitutes its legal, valid, and binding obligation.

XI. MISCELLANEOUS PROVISIONS

A. This Settlement Agreement, and the exhibits and related documents hereto, are not to be used in evidence and shall not at any time be construed or deemed to be any admission or concession by Defendants with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. Defendants specifically deny all of the allegations made in connection with the Lawsuit. This provision shall survive the expiration or voiding of the Settlement Agreement.

B. This Settlement Agreement is entered into only for purposes of Settlement. In the event that this Settlement Agreement is not finally approved in all material ways as written, then this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation, and all Parties shall be restored to their prior rights positions as if the Settlement Agreement had not been entered into.

C. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

D. This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in writing signed by all of the Parties.

E. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

F. This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

G. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his or its own costs of the Litigation.

H. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

I. The determination of the terms of, and the drafting of, this Settlement Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

J. Integrated Agreement. All of the Exhibits of this Settlement Agreement are material and integral parts hereof, and are fully incorporated herein by reference. This Settlement Agreement and the Exhibits hereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation.

K. Dispute Resolution. The Parties agree that any disputes regarding the terms and conditions of this Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved shall be submitted to the Court.

L. Non-Disparagement Plaintiffs agree that they will not directly or indirectly engage in any conduct or communications designed to denigrate, disparage, or criticize Defendants with respect to the subject matter of this Litigation.

M. Notices. All notices to the Parties of counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses:


If to Plaintiffs or Plaintiffs' Counsel:

Stephen P. DeNittis
Joseph Osefchen
Shabel & DeNittis, P.C.
5 Greentree Centre, Suite 302
Route 73 South & Lincoln Drive
Marlton, New Jersey 08053
856.797.9951
856.797.9978 (Fax)
sdenittis@shabeldenittis.com

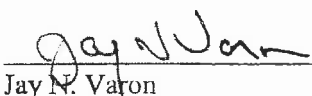
If to Defendants or Defendants' Counsel:

Jay N. Varon, Esquire
Foley & Lardner, LLP
3000 K. Street, N.W., Suite 500
Washington, DC 20007
202.672.5300
202.672.5399 (Fax)
jvaron@foley.com

IN WITNESS WHEREOF, Plaintiffs and Defendants and their respective counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: May 5, 2011


Stephen P. DeNittis
Counsel for Plaintiffs

Dated: _____, 2011


Jay N. Varon
Counsel for Defendants

Prudential Fox & Roach Realtors®

Dated: _____, 2011

By:
Title:
Defendant

Prudential Real Estate Affiliates, Inc.

Dated _____, 2011


By
Title
Defendant

If to Defendants or Defendants' Counsel:

Jay N. Varon, Esquire
Foley & Lardner, LLP
3000 K. Street, N.W., Suite 500
Washington, DC 20007
202.672.5300
202.672.5399 (Fax)
jvaron@foley.com

IN WITNESS WHEREOF, Plaintiffs and Defendants and their respective counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: May 5, 2011



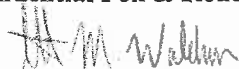
Stephen P. DeNittis
Counsel for Plaintiffs

Dated: _____, 2011

Jay N. Varon
Counsel for Defendants

Dated: May 6, 2011

Prudential Fox & Roach Realtors®



By: Scott M. Waldman
Title: Asst. Sec'y. / Chief Legal Officer
Defendant

Dated _____, 2011


Prudential Real Estate Affiliates, Inc.

By
Title
Defendant

If to Defendants or Defendants' Counsel:

Jay N. Varon, Esquire
Foley & Lardner, LLP
3000 K. Street, N.W., Suite 500
Washington, DC 20007
202.672.5300
202.672.5399 (Fax)
jvaron@foley.com

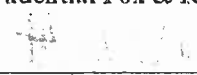
IN WITNESS WHEREOF, Plaintiffs and Defendants and their respective counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: May 5, 2011


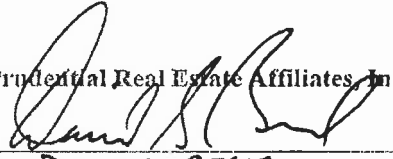
Stephen P. DeNittis
Counsel for Plaintiffs

Dated: _____, 2011

Jay N. Varon
Counsel for Defendants

Dated: _____, 2011


By:
Title:
Defendant

Dated May 9, 2011


Prudential Real Estate Affiliates, Inc.
By DAVID S. BEARD
Title VICE PRES., CORPORATE COUNSEL AND
Defendant ASS'T SECRETARY

Exhibit A

CLAIM FORM

THE DEADLINE TO SUBMIT THIS CLAIM FORM IS [to be inserted]

This is the official claim form you must use to make a claim in Blasini v. Prudential Real Estate Affiliates, Inc., et. al. Case No. BURL-L-989-11. Please read this form carefully before filling it out.

In order to qualify for relief under the settlement, you must have purchased residential real estate located in New Jersey utilizing Prudential Fox & Roach Realtors. ("PFR") as your real estate broker in a real estate transaction that closed during the period March 16, 2005 to December 31, 2009 and paid an Administrative Fee to PFR in connection with the purchase (hereafter an "Administrative Fee").

To be eligible for benefits under the settlement, your settlement statement (commonly known as a HUD-1 Form) must reflect that you paid an Administrative Fee at lines 700 – 704 or elsewhere on the HUD-1 to PFR and that the purchase involved "a federally related mortgage loan as set forth in the Real Estate Settlement Procedures Act" ("RESPA"). The responses you give to the questions set out below are designed to see if you qualify for a payment

If you qualify, you may be eligible to receive up to one-third of your Administrative Fee by timely submitting this claim form and attaching a copy of your executed settlement sheet (HUD-1 Form) or other documentation showing you paid an Administrative Fee to PFR.

. If you have any questions please contact class counsel, Stephen P. DeNittis at 856-797-9951 or via email at sedenittis@shabeldenittis.com.

**THIS COMPLETED FORM MUST BE POSTMARKED,
NO LATER THAN _____.**

PERSONAL INFORMATION OF THE BUYER CLAIMANT:

1. State your full name, present address, and either a phone number or e-mail address at which you may be contacted by the claims administrator if necessary:

First Name	Last Name	
Address		
City	State	Zip Code
()	E-Mail Address	
Phone Number		

PROPERTY INFORMATION:

2. Was the property you purchased going to be used as (check all that apply):

a principal residence

- a vacation home the owner occupied or intended to occupy
- rental property (including, in a duplex or other multi-unit building, situations in which the owner lived in one of the units and rented out the others)
 - If rental property, what was the total number of units? 1-4 more than 4
 - If rental property, did the owner live in one of the units? Yes No
- commercial use (for example, office or retail space)
- agricultural property (for example, farmland)
 - If agricultural property, did the owner live at the property? Yes No
- vacant land
- more than 25 acres
- other (please specify) _____

FINANCING INFORMATION:

3. (a) Did you use a mortgage or cash to purchase your home? (Check one)

- mortgage
- cash .
- other (please specify) _____

(b) If you used a mortgage, was the mortgage loan a construction loan (e.g. a loan used to build a home?)

- Yes
- No

(c) If the mortgage loan was a construction loan, was it converted into what is called permanent financing (a regular 15 or 30 year mortgage on the house that was built) or was it for temporary financing, such as with bridge and certain types of construction loans? (Check one)

- Permanent Financing
- Temporary Financing
- Unknown

DOCUMENTATION:

4. TO COMPLETE YOUR CLAIM FORM, YOU MUST ATTACH A COPY OF YOUR FINAL SETTLEMENT STATEMENT SHOWING THE PAYMENT OF THE ADMINISTRATIVE FEE OR SOME OTHER DOCUMENTATION SHOWING YOU PAID PFR AN ADMINSTRATIVE FEE.

SIGN HERE AND DECLARE UNDER OATH THAT THE FOREGOING IS ACCURATE TO THE
BEST OF YOUR KNOWLEDGE:VERIFY THE ACCURACY OF THE ABOVE INFORMATION:

Return the completed claim form to:

BLASINI/PFR SETTLEMENT FUND
C/O PRUDENTIAL FOX & ROACH.
ATTN: _____
[INSERT ADDRESS]

***** REMEMBER TO INCLUDE YOUR HUD-1 FORM OR RELATED
DOCUMENTATION*****

Exhibit B

**SUPERIOR COURT OF NEW JERSEY
BURLINGTON COUNTY**

**JOVANY BLASINI and JAMIE BARALDI, on
behalf of themselves and all others similarly
situated**

Plaintiffs,

v.

**PRUDENTIAL REAL ESTATE AFFILIATES,
INC., PRUDENTIAL FOX & ROACH
REALTORS®**

Defendants.

DOCKET NO.: BUR-L-989-11

CLASS ACTION

LEGAL NOTICE

**YOU MAY BE ENTITLED TO A REFUND IF YOU WERE CHARGED AN
ADMINISTRATIVE FEE BY PRUDENTIAL FOX & ROACH REALTORS. IN
CONNECTION WITH THE PURCHASE OF YOUR REAL ESTATE IN NEW JERSEY
BETWEEN MARCH 16, 2005 AND December 31, 2009**

WHAT IS THIS NOTICE ABOUT? A lawsuit encaptioned Blasini v. Prudential Real Estate Affiliates Inc. et al., Docket No. BUR-L-989-11 was filed in the Superior Court of New Jersey, Burlington County on behalf of all persons or entities who purchased residential real estate in New Jersey between March 16, 2005 and December 31, 2009, who in connection with that purchase were charged an Administrative Fee by Prudential Fox & Roach Realtors®. (“PFR”), which fee they paid or had paid on their behalf, where the purchase involved “a federally related mortgage loan” as set forth under the Real Estate Settlement Procedures Act (“RESPA”) (hereafter the “Class”). The plaintiffs claim that no separate services were provided for the Administrative Fee. PFR denies all of the claims and allegations asserted by Plaintiffs and maintains that consumers have not been injured and are not entitled to any monetary damages or other forms of relief. The parties have agreed to settle the lawsuit without any admission of liability or wrongdoing by any party.

WHY SHOULD I READ THIS NOTICE? You may be a member of the Class. This is a class action lawsuit that the parties have proposed to settle. If the proposed settlement is approved by the Court, your legal rights may be affected. This notice describes what the lawsuit is about, explains the terms of the proposed settlement, tells you who would be covered and what legal claims would be resolved by the settlement if the Court approves it, and explains how individuals can obtain benefits under the settlement.

AM I COVERED BY THIS CLASS ACTION LAWSUIT AND THE PROPOSED SETTLEMENT? You can determine if you are a Class member by reviewing your closing documents, and specifically your HUD-1 Form (commonly referred to as a settlement sheet) at lines 700 – 704. If between February 25, 2005 to December 31, 2009, you paid an “Administrative Fee” to PFR related to your purchase of residential property in New Jersey, you may be a Class member. If you have any questions regarding whether you are a Class member, you can contact Class counsel Stephen P. DeNittis at 856-797-9951 or via email at sdenittis@shabeldenittis.com. You can also obtain more information about the settlement by visiting Class counsel’s website at _____.

WHAT ARE THE TERMS OF THE SETTLEMENT? PFR has agreed to create a Common Fund of \$270,000 that will be used among other things to reimburse the part of Administrative Fees it collected from Class members who file valid claims. Under the proposed settlement, Class members who submit a valid claim form and documentation showing that they paid PFR an Administrative Fee between March 16, 2005 and December 31, 2009 will be entitled to recover the amount of one-third of the Administrative Fee. If the number of claims filed results in the Common Fund being exhausted, Class Members will be reimbursed on a pro rata basis. Pursuant to the terms of the settlement, Class counsel also will apply to the Court for an award of reasonable attorneys’ fees and expenses and for an incentive award for the named Plaintiffs all to be paid from the Common Fund. The proposed settlement is intended to settle all claims against Defendants that arise from a Class member’s transaction in which an Administrative Fee was paid to PFR and by participating in this Settlement each class member is releasing all such claims as further described in Section VIII of the Settlement Agreement. This includes any and all claims or causes of action that were, or could have been, asserted by the named Plaintiff or any member of the Class against Defendants based upon or related to the facts, conduct, omissions, transactions, occurrences or matters that were alleged or could have been alleged in the litigation.

WHAT ARE MY RIGHTS? If you are a member of the Class and wish to participate in the settlement, you need to complete and submit a claim form by mailing it to the address shown on the form and having it postmarked on or before _____. If you are a member of the Class and you do NOT want to remain part of the Class, you must exclude yourself (“opt-out”). To opt-out, you must mail a written request, postage pre-paid, to Class counsel at _____ and Defendant’s Counsel, Jay N. Varon, Foley & Lardner, LLP, 3000 K. Street, N.W., Suite 500, Washington, DC 20007. The request must be post-marked on or before _____, and contain: the name of the lawsuit; your full name, current address and phone number; your signature; and a specific statement of your intention to exclude yourself from the Settlement Class and any judgment entered pursuant to the proposed Settlement. If you

do not opt-out as instructed above, you will be automatically included and bound by any determination of the Court, whether favorable or not, and any claim of yours will be ended by judgment. You may also file a motion with the Court for permission to intervene in this lawsuit and/or object on or before _____, a copy of which also must be served on Class counsel and Defendant's counsel at the above addresses by no later than _____. Any objection must contain the name of this lawsuit; your full name, current address and telephone number; your signature; proof of your membership in the Class; the specific reason(s) for your objection; and any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that you would like to the Court to consider. On _____, at _____ m., the Superior Court of New Jersey, Law Division, Burlington County, the Honorable _____ presiding, Burlington County Courthouse, 49 Rancocas Road, Mt. Holly, NJ 08060, will hold a public hearing to determine whether the proposed settlement is fair, adequate, and reasonable and should be approved. Class members who support the proposed settlement do not need to appear at the hearing or take any other action to indicate their approval. Class members who object to the proposed settlement are not required to attend the settlement hearing. If you want to be heard orally in opposition to the settlement, either personally or through counsel, you must indicate your intention to appear at the hearing in your written objection or by filing other papers with the Court by _____, 2011 indicating your intention to appear.

HOW DO I GET MORE INFORMATION? Claim forms and further information about the settlement can be obtained by visiting the following website address: _____, contacting Class counsel at 856-797-9951 or via email at sedenittis@shabeldenittis.com.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, DEFENDANT OR ANY OF THEIR AGENTS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

Dated: _____, 2011

The Honorable _____

Exhibit C

**Law Offices of
SHABEL & DeNITTIS, P.C.
5 Greentree Centre, Suite 302
Route 73 South & Lincoln Drive
Marlton, New Jersey 08053
(856) 797-9951
Attorneys for Plaintiffs**

<p>JOVANY BLASINI and JAMIE BARALDI; on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>PRUDENTIAL REAL ESTATE AFFILIATES, INC., PRUDENTIAL FOX & ROACH REALTORS,</p> <p style="text-align: center;">Defendants</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION BURLINGTON COUNTY</p> <p>DOCKET NUMBER: BUR-L-989-11</p> <p>CLASS ACTION</p>
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**ORDER GRANTING PRELIMINARY, NON-BINDING APPROVAL TO PROPOSED
CLASS ACTION SETTLEMENT, APPROVING FORM OF CLASS SETTLEMENT
NOTICE AND NOTICE DISTRIBUTION PLAN, AND
SCHEDULING A DATE FOR THE FORMAL PUBLIC FAIRNESS HEARING**

This matter having come before the Court upon a joint motion by plaintiffs and defendant under R. 4:32-2(e) for preliminary, non-binding approval of a proposed class action settlement, court approval of a proposed form of class settlement notice and a plan of notice distribution and setting a hearing date for the formal public fairness hearing on whether to grant final approval to the proposed class settlement, and the Court having considered the joint motion papers, and for good cause shown;

IT IS HEREBY ORDERED this _____ day of _____ 2011 as follows:

1. The Court grants preliminary, non-binding approval of the proposed class action settlement;
2. This matter shall preliminarily proceed as a class action with the settlement class defined as follows with capitalized terms having the meaning set forth in the Settlement Agreement:

All persons or entities who purchased real estate in New Jersey between March 16, 2005 and December 31, 2009, who in connection with that sale were charged an Administrative Fee by Prudential Fox & Roach Realtors which Fee they paid or had paid on their behalf, where the sale involved “a federally related mortgage loan” as set forth under RESPA;

3. The Court preliminarily appoints Plaintiffs Jovany Blasini and Jamie Baraldi as the named Class Representatives and preliminarily appoints Stephen DeNittis of Shabel and DeNittis P.C. as Class Counsel;
4. It is apparent from the file and presentation of counsel that the proposed Settlement Class meets the requirements of New Jersey Rule of Court 4:32-1 such that Class Notice should be provided.
5. The Court approves that manner and content of the notice specified in the Settlement Agreement and directs that within 30 days of this Order, the class settlement notice shall be sent by first class mail to the last known address of each proposed class member, as identified in defendants’ records, and published one time in the Philadelphia Inquirer (South Jersey edition), the Courier Post, the Press of Atlantic City, the Trentonian, the Burlington County Times and the Gloucester County Times; and that the Class Notice shall be posted on Class Counsel’s web site
6. The parties can designate deadlines in the class settlement notice for deadlines to opt out and to object to the class settlement so long as they are no later than fourteen days before the final hearing and no sooner than fourteen days after class notice has been provided.

7. Pursuant to R. 4:32-2(e)(C), a formal, public fairness hearing on whether to grant final, binding approval to the proposed class action settlement shall be held on

_____, 2011(suggested date Friday, July 29, 2011) at the Burlington County Courthouse, Courtroom ____ at _____

8. In the event that the proposed settlement as provided in the Settlement Agreement is not approved by the Court, then the Settlement Agreement, and all drafts, negotiations, discussions and documentation related thereto and orders entered by the Court in connection therewith shall become null and void. In such event the Agreement and all negotiations and proceedings related thereto shall be withdrawn without prejudice to the rights of any and all parties thereto, who shall be restored to their respective positions as of the date of the execution of the Agreement

SO ORDERED:

EVAN H.C. CROOK, J.S.C.