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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

CORINNE VARGAS, KISHA TRENT, ANNIE SMITH and R.G., on behalf of themselves and all others similarly situated,	:	Case No. 07-CV-5202 (JS)(WDW)
Plaintiffs,	:	
v.	:	
TOWN OF SMITHTOWN,	:	
Defendant.	:	

ORDER AND FINAL JUDGMENT

A Hearing (the "Hearing") having been held before this Court on August 28, 2009, pursuant to this Court's Order, dated July 1, 2009 (the "Scheduling Order"), on the Settlement set forth in the Stipulation and Agreement of Settlement, dated March 4, 2009 (the "Stipulation"), and on the application for an award of attorneys' fees and expenses to the Plaintiffs' attorneys as set forth in their fee application; and due and sufficient notice of the Hearing was given in accordance with the Scheduling Order; the respective parties having appeared by their respective attorneys, and such attorneys having been heard; all persons objecting having been heard in opposition to the Settlement and the fee application; the Court having heard and considered the matters, including all papers filed in connection therewith and the oral presentations of counsel; and the Court having made its findings of fact and conclusions of law as set forth below:

IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Stipulation.

2. This Court has subject matter jurisdiction over the Action and personal jurisdiction over the Parties.

3. This action is properly maintained as a class action under Rule 23(b)(2) of the Federal Rules of Civil Procedure for the class of "all African-American and Hispanic individuals who do not live or work in Smithtown, New York and who applied to the Smithtown Section 8 Voucher Program in 2002 or 2006 when the waitlist was opened and who subsequently were or would have been determined not eligible for the Section 8 Voucher Program because they did not live or work in Smithtown" (the "Class").

4. The form and manner of notice given to the Class, as previously approved preliminarily by the Court in the Scheduling Order, are hereby determined to have been the best notice practicable under the circumstances and constitute due and sufficient notice to all persons entitled to receive such notice in compliance with the provisions of Rule 23(e) of the Federal Rules of Civil Procedure and the requirements of due process. A full opportunity has been offered to Class Members to object to the Settlement and the fee application and to participate in the Hearing.

5. The Plan of Allocation is approved as fair and reasonable, and Class Counsel and the Claims Administrator are directed to administer the Stipulation in accordance with its terms.

6. The Settlement, and all transactions preparatory or incident thereto, are found to be fair, reasonable, adequate and in the best interests of all Plaintiffs and members of the Class, and the Settlement is hereby approved. The Parties are hereby authorized and directed to comply with and to consummate the Settlement in accordance with the terms and provisions of the Stipulation.

7. This Order and Final Judgment shall not constitute any evidence or admission by any party to the Action that any acts of wrongdoing have been committed by any of the Parties and should not be deemed to create any inference that there is any liability therefor.

8. The Action is hereby dismissed with prejudice as to Smithtown, without costs except as provided in the Stipulation. Any and all claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, that have been or could have been asserted in this Action, by or on behalf of Plaintiffs or any and all of the members of the Class, whether individual, class, derivative, representative, legal, equitable or any other type or in any other capacity against Smithtown, which Plaintiffs or any and all members of the Class ever had, now have or hereafter can, shall or may have by reason of, arising out of, relating to or in connection with the allegations, facts, events, transactions, acts, occurrences, or any other matter, thing or cause whatsoever, or any series thereof, embraced, involved, set forth or otherwise related, directly or indirectly, to the allegations in this Action (collectively, the "Settled Claims") shall be discharged, settled, released and dismissed with prejudice upon and subject to the terms and conditions of the Stipulation.

9. Counsel for Plaintiffs are hereby awarded $ 200,000 for attorneys' fees and expenses incurred in the prosecution of the Action, which fees the Court finds to be fair and reasonable and which shall be paid to counsel for Plaintiffs in accordance with the terms of the Stipulation.

10. Jurisdiction is hereby retained for all matters relating to the Action, including the interpretation, effectuation or enforcement of the Stipulation, the Settlement and this Order and Final Judgment.

11. There is no reason for delay in the entry of this Order and Final Judgment, and immediate entry by the Clerk of the Court is directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

Application Granted. The Clerk of the Court is directed to mark this matter closed.

SO ORDERED.

Dated: August 28, 2009
Central Islip, New York

/s/ JOANNA SEYBERT
THE HONORABLE JOANNA SEYBERT
UNITED STATES DISTRICT JUDGE