

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

MOTHER SMITH, on behalf of herself and :
as parent and natural guardian on behalf of
ABRAHAM SMITH
Plaintiffs, :

CIVIL ACTION
NO. 11-7391

v.

MILTON HERSHEY SCHOOL
Defendant.

ORDER APPROVING SETTLEMENT AND DISTRIBUTION

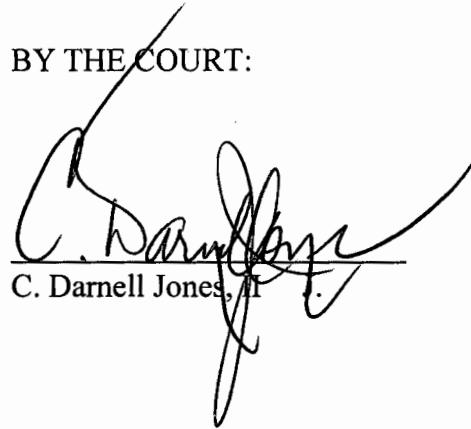
AND NOW, this 16th day of ~~October~~^{27th November}, 2012, upon consideration of a Stipulation filed by the Plaintiffs and Defendant (Doc. No. 25), and upon further consideration of the Petition for Leave to Settle or Compromise a Minor's Action (Doc. No. 23), it is hereby ORDERED AND DECREED as follows:

1. The Settlement Agreement dated September 12, 2012 and agreed to by the Plaintiffs and Defendant is hereby accepted and approved by the court in satisfaction of the requirement that such settlement properly take into account the interests of the minor Plaintiff, Abraham Smith, given the claims raised in the Complaint. The Court hereby finds that such settlement does as a matter of fact and law appropriately protect Abraham Smith's interests while at the same time being otherwise consistent with law;
2. Mother Smith is authorized to enter into a settlement of the above-captioned matter with Defendant Milton Hershey School for the sum of One Hundred Thousand Dollars (\$100,000.00) on behalf of herself and Six Hundred Thousand Dollars (\$600,000.00) on behalf of her minor child Abraham Smith;
3. The sum of \$600,000.00 to Abraham Smith shall be paid by the Milton Hershey School directly to and shall be held by the Abraham Smith Irrevocable Trust. The Abraham Smith Irrevocable Trust, which was attached to the Petition for Leave to Settle or Compromise Minor's Action as Exhibit D and filed under seal, and the terms contained therein, are approved in full. Any and all future distributions from

the Abraham Smith Irrevocable Trust shall be consistent with its terms;

4. The amount of \$1,500.00 shall be deducted from the Abraham Smith Irrevocable Trust, payable to Feldman & Feldman, LLP, for services incurred in connection with the preparation and execution of the Abraham Smith Irrevocable Trust and the investment of trust assets; and
5. This action is dismissed with prejudice, and with each party to bear its own costs, expenses and fees, except as provided for in the parties' agreement.

BY THE COURT:



C. Darnell Jones, Jr.