

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

BLAKE J. ROBBINS, a Minor, by his Parents
and Natural Guardians, **MICHAEL E. ROBBINS**
and **HOLLY S. ROBBINS**, Individually, and on
Behalf of all Similarly Situated Persons

CIVIL ACTION

v.

NO. 10-0665

LOWER MERION SCHOOL DISTRICT
and **THE BOARD OF DIRECTORS OF THE**
LOWER MERION SCHOOL DISTRICT
and **CHRISTOPHER W. McGINLEY**,
Superintendent of Lower Merion School District

JURY TRIAL DEMANDED

**PLAINTIFFS' PETITION FOR LEAVE TO
SETTLE OR COMPROMISE MINOR'S ACTION**

Plaintiffs, Michael E. Robbins and Holly S. Robbins, by and through their undersigned counsel, Lamm Rubenstone LLC, hereby file the within Petition for Leave to Settle or Compromise Minor's Action, and represent as follows:

1. Petitioners, Michael E. and Holly S. Robbins, are the Parents and Natural Guardians for Blake J. Robbins, a minor.
2. The minor was born on May 9, 1994. The minor resides with his Parents at 437 Hidden River Road, Penn Valley, Pennsylvania, 19072.
3. Pursuant to the Lower Merion School District's ("District") One-to-One Laptop Program, the District issued to each of its approximately 2,300 high school students an Apple MacBook laptop computer for use during the 2008-2009 and 2009-2010 school years.
4. Each laptop issued by the District to the students had an integrated web camera ("webcam") in the bezel of its screen.

5. In 2007, the District purchased comprehensive computer systems management software called LANrev.

6. LANrev included a feature called "TheftTrack" which could be remotely activated.

7. When remotely activated, TheftTrack would, *inter alia*, record a photograph taken by the computer's webcam of whatever was in front of the webcam, and an image reflecting whatever was on the computer screen at the time (a "screenshot").

8. At no time did the District's communications with students, parents and/or guardians disclose the existence or the capabilities of TheftTrack.

9. At no time did the District adopt official policies or procedures governing the use of TheftTrack by employees, including, but not limited to, employees in the Information Services ("IS") Department.

10. Neither the Board of Directors of the Lower Merion School District ("Board"), District-level administrators, school-level administrators, nor even leaders of the IS Department imposed any official restrictions on the use of LANrev tracking features, including TheftTrack.

11. Blake J. Robbins was a high school student attending Harriton High School during the 2009-2010 school year.

12. Blake J. Robbins was issued a laptop by the District with a webcam embedded in the bezel of its screen.

13. Forensic data analysis conducted by Ballard Spahr on behalf of the District revealed that TheftTrack was activated by IS employees of the District 177 times

during the 2008–2009 and 2009–2010 school years, resulting in the recovery of 30,564 webcam photographs and 27,428 screenshots (collectively “Recovered Images”).

14. From at least October 20, 2009, to November 4, 2009, TheftTrack was remotely activated on Blake Robbins’ laptop.

15. Between October 20, 2009, and October 28, 2009, at least 210 webcam photographs and 218 screenshots were taken from the laptop used by Blake Robbins. Although TheftTrack was activated on the laptop from October 28, 2009, through November 4, 2009, none of the webcam photographs and screenshots which would have been taken by TheftTrack during that period of time were, to date, recovered.

16. At no time did Blake Robbins or his Parents authorize Defendants to remotely activate his laptop webcam to record either webcam photographs and/or screenshots.

17. The pictures and screenshots taken during the period of October 20 through October 28, 2009, were placed in a folder by Michael Perbix and were delivered to, at a minimum, the Principal of Harriton High School, Steven Kline, and Assistant Vice Principal, Lindy Matsko, who was the Assistant Vice Principal assigned to Blake Robbins.

18. Subsequently thereafter, Lindy Matsko had a meeting with Blake Robbins in her office and discussed what she had seen in pictures and screenshots.

19. On February 16, 2010, Plaintiffs filed the within action on their own behalf and on behalf of a putative class consisting of “Plaintiffs and all other students, together with their parents and families . . . who have been issued a personal laptop computer equipped with a web camera . . . by [the District].” Plaintiffs alleged that “[u]nbeknownst

to Plaintiffs and the members of the Class, and without their authorization, Defendants have been spying on the activities of Plaintiffs and Class members by Defendants' indiscriminant [*sic*] use of and ability to remotely activate the webcams incorporated into each laptop issued to students by the School District."

20. Specifically with respect to Blake J. Robbins, Plaintiffs alleged that on November 11, 2009, an HHS assistant principal "informed [Blake J. Robbins] that the School District was of the belief that [he] was engaged in improper behavior in his home, and cited as evidence a photograph from the webcam embedded in [his] personal laptop issued by the School District."

21. Plaintiffs asserted causes of action under the Electronic Communications Privacy Act, 18 U.S.C. § 2510 *et seq.*, the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, the Stored Communications Act, 18 U.S.C. § 2701 *et seq.*, Section 1983 of the Civil Rights Act, 42 U.S.C. § 1983, the Fourth Amendment of the United States Constitution, the Pennsylvania Wiretapping and Electronic Surveillance Act, 18 Pa. C.S. § 5701 *et seq.*, and Pennsylvania common law.

22. On February 23, March 11, April 15, May 10, and May 14, 2010, by agreement of the Parties, the Court entered various Orders providing various forms of interim equitable and injunctive relief, including enjoining the Defendants from taking certain actions relating to the LANrev software, preserving certain records and information, and requiring Defendants to implement policies and procedures, all as more fully set forth in the Orders of this Court.

23. On July 26, 2010, Plaintiffs filed an Interim Motion for Attorneys Fees Pursuant to 42 U.S.C. § 1988, which the District opposed. On August 30, 2010, the

Court entered an Order finding that Plaintiffs were a “prevailing party” in connection with its claims for equitable relief and awarding Plaintiffs attorneys’ fees and costs in an amount to be determined. On September 14, 2010, Plaintiffs filed a Supplemental Motion seeking fees and costs pursuant to the Court’s August 30, 2010 Order. The Court extended the time for the Defendants to respond to the Supplemental Motion and, as of the date(s) of this Agreement, the Defendants have not filed a response to the Supplemental Motion.

24. The action, as filed, in addition to seeking equitable relief, sought damages as a result of the above actions.

25. On June 7, 2010, Plaintiffs filed a motion for class certification with respect to equitable relief. On July 16, 2010, the District filed a response in opposition to class certification and cross-motion for the entry of permanent equitable relief.

26. Defendants have not filed an Answer to the Complaint.

27. Over the course of two separate days, the Parties and the insurance carrier for Defendants, Graphic Arts, engaged in Mediation before Chief Magistrate Judge Thomas J. Rueter. As a result of the Mediation, Plaintiffs and Defendants agreed to settle the litigation.

28. Defendants and Plaintiffs have entered into a Settlement Agreement, subject to approval of this Court. A copy of the Settlement Agreement is attached hereto as Exhibit A.

29. Pursuant to the Settlement Agreement, Defendants deny any liability with respect to all claims alleged in the Complaint and maintain their innocence of liability, and without conceding any infirmity in their defenses against the claims alleged in this

Action, Defendant considered it desirable to settle the action to eliminate the substantial burden, expense, inconvenience, and distraction of continued litigation

30. Under the terms of the Settlement Agreement, Defendants agreed to pay the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) to Blake Robbins as full and complete satisfaction of any and all claims that Blake Robbins may have for damages as a result of the actions of the Defendants.

31. It is the desire of the Parents of Blake Robbins to invest such money for the benefit of Blake Robbins as follows:

- a. One Hundred Fifty Thousand Dollars (\$150,000.00) in a 18 month certificate of deposit and titled: Michael and Holly Robbins, f/b/o Blake J. Robbins under the Uniform Transfer to Minors Act (UTMA). Such Certificate of Deposit will not be redeemed prior to the time that Blake Robbins reaches the age of 18 years old, and
- b. Twenty Five Thousand Dollars (\$25,000.00) in an money market savings account with a national bank and titled: Michael and Holly Robbins, f/b/o Blake J. Robbins under the UTMA. Such funds will be used only for the education, health, maintenance and support of Blake J. Minor, including without limitation, purchasing and insuring an automobile for Blake J. Robbins. Any money not used for such purposes by the date that Blake J. Robbins reaches the age of 18 years old will be turned over to him.

32. In addition, pursuant to the Settlement Agreement, the Defendants have agreed to pay legal fees and costs to Blake Robbins' counsel, Lamm Rubenstone LLC,

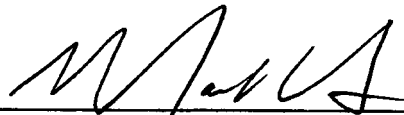
in the amount of Four Hundred Twenty-Five Thousand Dollars and No Cents (\$425,000.00). The legal fees and costs are being paid separate and apart from the recovery to Blake Robbins and are separately recoverable under the various federal statutes set forth in the Complaint.

33. The attorneys' fees and costs actually incurred by Lamm Rubenstone LLC far exceed the agreed-upon amount of \$425,000 (currently exceed \$500,000). Lamm Rubenstone agreed to reduce its claim for legal fees and costs in an effort to allow this matter to be settled.

WHEREFORE, Plaintiffs respectfully request that this Court approve the settlement terms contained in the Settlement Agreement and authorize the establishment of the Trust for the benefit of Blake J. Robbins.

Respectfully submitted,

LAMM RUBENSTONE LLC



Mark S. Haltzman, Esquire (#38957)
3600 Horizon Boulevard, Suite 200
Trevose, PA 19053-4900
(215) 638-9330 / (215) 638-2867 Fax
Attorneys for **Plaintiffs**

DATED: October 14, 2010


CERTIFICATE OF SERVICE

I hereby certify that on the date written below the foregoing Plaintiffs' Petition for Leave to Settle or Compromise Minor's Action was filed electronically and is available for viewing and downloading from the ECF system, which also electronically served same on the following:

Arthur Makadon, Esquire
makadon@ballardspahr.com
aleardi@ballardspahr.com
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electronicservice@ballardspahr.com
hill@ballardspahr.com

Henry E. Hockeimer, Jr.
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LAMM RUBENSTONE LLC



Mark S. Haltzman, Esquire (#38957)
3600 Horizon Boulevard, Suite 200
Trevose, PA 19053-4900
(215) 638-9330 / (215) 638-2867 Fax
Attorneys for **Plaintiffs**

DATED: October 14, 2010

EXHIBIT A

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

BLAKE J. ROBBINS, et al.,	:	Civil Action
	:	
Plaintiffs,	:	No. 10-665
	:	
v.	:	Hon. Jan E. DuBois
	:	
LOWER MERION SCHOOL DISTRICT, et al.,	:	
	:	
Defendants.	:	

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and among plaintiffs, Blake J. Robbins, a minor, and Michael E. Robbins and Holly S. Robbins, as Parents and Natural Guardians of Blake J. Robbins and in their individual capacities (collectively, “Plaintiffs”), and defendants, Lower Merion School District (the “District”), the Board of School Directors of the Lower Merion School District, and Christopher W. McGinley (collectively, “Defendants”) (Plaintiffs and Defendants are referred to collectively herein as the “Parties”), in the above-captioned action (the “Action”).

Recitals

WHEREAS:

A. On February 16, 2010, Plaintiffs filed the Action on their own behalf and on behalf of a putative class consisting of “Plaintiffs and all other students, together with their parents and families . . . who have been issued a personal laptop computer equipped with a web camera . . . by [the District].” Plaintiffs alleged that Defendants improperly remotely activated and captured photographs from webcams built into laptops issued to students.

B. Plaintiffs asserted causes of action under the Electronic Communications Privacy Act, 18 U.S.C. § 2510 *et seq.*, the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, the

Stored Communications Act, 18 U.S.C. § 2701 *et seq.*, Section 1983 of the Civil Rights Act, 42 U.S.C. § 1983, the Fourth Amendment of the United States Constitution, the Pennsylvania Wiretapping and Electronic Surveillance Act, 18 Pa. C.S. § 5701 *et seq.*, and Pennsylvania common law. The Court extended the time for Defendants to respond to the complaint, and as of the date(s) of this Agreement, the District has not filed a response to the complaint.

C. Defendants have publicly stated that upon learning of Plaintiffs' complaint, among other things, the District permanently discontinued use of TheftTrack – the computer management software feature that allowed it to remotely monitor student laptops – and engaged a law firm to conduct an investigation into the District's remote monitoring of student laptops.

E. On April 16, 2010, Graphic Arts Mutual Insurance Company ("Graphic Arts"), which issued a liability insurance policy to the District, filed an action captioned Graphic Arts Mutual Insurance Company v. Lower Merion School District, et al., No. 10-1707 (E.D. Pa.) (the "Graphic Arts Action"), in which it sought a declaration that it has no duty to defend or indemnify the District in connection with this Action.

F. On June 7, 2010, Plaintiffs filed a motion for class certification with respect to equitable relief. On July 16, 2010, the District filed a response in opposition to class certification and cross-motion for the entry of permanent equitable relief.

G. On February 23, March 11, April 15, May 10, and May 14, 2010, by agreement of the Parties, the Court entered orders providing various forms of interim equitable and injunctive relief. In connection with the settlement, the parties have negotiated and agreed upon the terms of an order providing permanent equitable and injunctive relief.

H. On July 26, 2010, Plaintiffs filed an Interim Motion for Attorneys Fees Pursuant to 42 U.S.C. Section 1988, which the District opposed. On August 30, 2010, the Court entered an Order finding that Plaintiffs were “prevailing parties” with respect to the equitable and injunctive relief that the Court had entered, and thus awarding Plaintiffs attorneys’ fees and costs in an amount to be determined. On September 14, 2010, Plaintiffs filed a supplemental motion seeking fees and costs pursuant to the Court’s August 30, 2010 Order. The Court extended the time for the District to respond to the supplemental motion, and as of the date(s) of this Agreement the District has not filed a response to the supplemental motion.

I. Over the course of two separate days, the Parties and Graphic Arts engaged in mediation before Chief Magistrate Judge Thomas J. Rueter. The Parties thereafter continued to negotiate the terms of a possible resolution of the Action.

J. Defendants deny any liability with respect to all claims alleged in this Action or otherwise by Plaintiffs or Plaintiffs’ counsel. While maintaining their innocence of liability, and without conceding any infirmity in their defenses against the claims alleged in this Action, Defendants consider it desirable that this Action be dismissed subject to the terms and conditions herein because the settlement set forth in this Agreement will eliminate the substantial burden, expense, inconvenience, and distraction of continued litigation. This Agreement shall not be construed or deemed to be evidence of an admission or concession on the part of the Defendants with respect to any fault, liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses that the Defendants have or would have asserted had this Agreement not been executed.

K. Plaintiffs contend that, if the lawsuit had been taken to trial, all of the allegations of the Complaint would have been proven to be true. However, Plaintiffs consider it

desirable that this Action be dismissed subject to the terms and conditions herein because the settlement set forth in this Agreement will eliminate the substantial burden, expense, inconvenience, and distraction of continued litigation. This Agreement shall not be construed or deemed to be evidence of an admission or concession on the part of Plaintiffs with respect to any claim, or of any infirmity in any of the claims that Plaintiffs asserted in the Complaint or would have asserted had this Agreement not been executed.

NOW, THEREFORE, in consideration of the representations, releases, and agreements made herein, expressly intending to be legally bound, the Parties agree, subject to the approval of the Court pursuant to Rule 41.2 of the Local Rules of Civil Procedure, as set forth below.

Settlement

1. **Court Approval.** Because this Agreement resolves claims brought by a minor, as promptly as practicable after the date on which this Agreement is fully executed, Plaintiffs will move for Court approval of the settlement pursuant to Rule 41.2 of the Local Rules of Civil Procedure. Defendants agree not to contest such motion provided it is consistent with this Agreement. In the event that the Court does not approve the settlement set forth in this Agreement in all material respects, this Agreement shall be null and void *ab initio* with no effect on the Action whatsoever, and the Parties shall bear their own costs incurred in negotiating the settlement and this Agreement and seeking Court approval.
2. **Settlement Payment.** Within fifteen (15) business days of the date of entry of a Court order approving the settlement (the "Effective Date"), the District shall cause to be paid to Plaintiffs' counsel, Lamm Rubenstone LLC, the amount of \$175,000 (the "Settlement

Amount”), the entirety of which shall be placed in trust solely for the benefit of plaintiff Blake J. Robbins, in full satisfaction of the claims asserted by the Plaintiffs.

3. **Attorneys’ Fees & Costs Payment.** Within fifteen (15) business days of the Effective Date, the District shall cause to be paid to Lamm Rubenstone LLC the amount of \$425,000. This payment shall constitute full satisfaction of any and all claims for attorneys’ fees, costs, and any other expenses incurred by Plaintiffs’ counsel, Plaintiffs’ computer consultant, or otherwise on behalf of Plaintiffs in connection with the Action and/or any related matters.

4. **Mutual Releases.**

(a) As of the Effective Date, other than to enforce the terms and obligations of this Agreement, Plaintiffs, on behalf of themselves and on behalf of any person claiming by or through them, hereby waive, release, and forever discharge Defendants and their past, present, and future employees, officers, directors, attorneys, agents, parents, subsidiaries, predecessors, successors, trustees, heirs, executors, and assigns, of and from any and all claims, rights, demands, controversies, causes of action, suits, obligations, judgments, debts, duties, attorneys’ fees, costs, and all other liabilities of any kind or nature whatsoever, whether in law, equity, or otherwise, whether known or unknown, suspected or unsuspected, accrued or not accrued, and whether or not asserted, which they ever had, now have, or may have in the future for or by reason of any cause, matter, or thing whatsoever from the beginning of time to the Effective Date, including, by way of example rather than limitation, any claims arising from the District’s remote monitoring of student laptops.

(b) As of the Effective Date, other than to enforce the terms and obligations of this Agreement, Defendants, on behalf themselves and on behalf of any person claiming by or through them, hereby remise, release, and forever discharge Plaintiffs and their past, present, and future attorneys, heirs, executors, and assigns of and from any and all claims, rights, demands, controversies, causes of action, suits, obligations, judgments, debts, duties, attorneys' fees, costs, and all other liabilities of any kind or nature whatsoever, whether in law, equity, or otherwise, whether known or unknown, suspected or unsuspected, accrued or not accrued, and whether or not asserted, which they ever had, now have, or may have in the future for or by reason of any cause, matter, or thing whatsoever from the beginning of time to the Effective Date

5. **Dismissal of Action.** As promptly as practicable and no later than three (3) business days after the Effective Date, Plaintiffs shall file a stipulation of discontinuance of the Action with prejudice.

6. **No Admission.** The parties agree and acknowledge that this Agreement resolves disputed claims and that: (i) this Agreement shall not and does not constitute an admission of any fault, liability, wrongdoing, or neglect on the part of the Defendants or any of their current or former employees, officers, directors, attorneys, agents, parents, subsidiaries, predecessors, successors, trustees, heirs, executors, or assigns; (ii) this Agreement shall not be construed or deemed to be a concession by Plaintiffs of any infirmity in any of the claims asserted in the Complaint; and (iii) the fact of this Agreement shall not be admissible in evidence as proof of any admission of fault, liability, wrongdoing, or neglect on the part of the Defendants or any of their current or former employees, officers, directors, attorneys, agents, parents, subsidiaries, predecessors, successors, trustees, heirs, executors, or assigns.

7. **Retention of Jurisdiction.** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement.

8. **Representations and Voluntary Action.** The Parties represent that they have read this Agreement; that they have consulted with counsel of their choice; that they understand the contents of this Agreement; that this Agreement has been executed voluntarily; and that the person executing this Agreement on behalf of each respective Party has the authority to do so.

9. **Full Agreement.** This Agreement is intended by the Parties hereto as the final expression of their agreement and as a complete and exclusive statement of the terms and provisions thereof. There are no prior or contemporaneous oral or written agreements modifying, limiting, or expanding the rights and obligations set forth in this Agreement, and this Agreement supersedes any prior agreements, representations, negotiations, or understandings between or among the Parties and their agents, servants, employees, representatives, or attorneys. No representations, understandings, or agreements have been made or relied upon in the reaching of this Agreement other than those specifically set forth herein. In executing this Agreement, the Parties have relied solely upon their own judgment, beliefs, and knowledge concerning the nature, extent, and duration of their rights and claims hereunder.

10. **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof.

11. **Modification.** Any modification to this Agreement must be made in writing and signed by each Party.

12. **No Assignment.** The Parties represent and warrant that they have not assigned, transferred, pledged, or purported to assign, transfer, or pledge to any person, entity, or individual any of the claims herein released.

13. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective agents, heirs, executors, assigns, and successors.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its rules or principles concerning choice of laws.


15. **Construction.** The Parties understand and agree that none of them shall be deemed to be the drafter hereof for the purpose of construction or interpretation of this Agreement.

16. **Legality.** In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which taken together shall be deemed to be one and the same instrument. This Agreement may be executed by facsimile or other electronic signature.

In witness whereof, and intending to be legally bound, the Parties have executed this Agreement on the date(s) set forth below.

DATE: October __ 2010

By: 
BLAKE J. ROBBINS
Plaintiff

DATE: October __ 2010

By: Michael E. Robbins

MICHAEL E. ROBBINS

Plaintiff

DATE: October __ 2010

By: Holly Robbins

HOLLY S. ROBBINS

Plaintiff

DATE: October __ 2010

By: Mark J. Wyz

MARK S. HALTZMAN

STEPHEN LEVIN

FRANK SCHWARTZ

Attorneys for Plaintiffs

DATE: October __ 2010

By: _____

DAVID A. EBBY

President of Defendant Board of

School Directors of the Lower

Merion School District

Attest: _____

FRAN KEAVENEY

Board Secretary

DATE: October __ 2010

By: _____

CHRISTOPHER W. MCGINLEY

Defendant, and Superintendent of

Defendant Lower Merion School

District

DATE: October __ 2010

By: _____

HENRY E. HOCKEIMER, JR.

PAUL LANTIERI III

Attorneys for Defendants

DATE: October __ 2010

By: _____
MICHAEL E. ROBBINS
Plaintiff

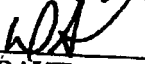
DATE: October __ 2010

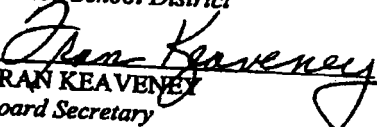
By: _____
HOLLY S. ROBBINS
Plaintiff

DATE: October __ 2010


By: _____
MARK S. HALTZMAN
STEPHEN LEVIN
FRANK SCHWARTZ
Attorneys for Plaintiffs

DATE: October 11, 2010

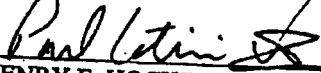
By:  _____
DAVID A. EBBY
*President of Defendant Board of
School Directors of the Lower
Merion School District*

Attest:  _____
FRAN KEAVENEY
Board Secretary

DATE: October 13, 2010

By:  _____
CHRISTOPHER W. MCGINLEY
*Defendant, and Superintendent of
Defendant Lower Merion School
District*

DATE: October 12, 2010

By:  _____
HENRY E. HOCKEIMER, JR.
PAUL LANTIERI III
Attorneys for Defendants

Faxed to following attorneys on 10/15/10:

Mark S. Haltzman, Esq.	215-638-2867
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Henry E. Hockeimer, Jr., Esq.	215-864-8999
Paul Lantieri, III, Esq.	215-864-8999
William B. Igoe, Esq.	215-864-8999
Bart D. Cohen, Esq.	215-875-4674
Neill Wilson Clark, Esq.	215-875-4674
David E. Romine, Esq.	215-732-3260
Larry Silver, Esq.	215-732-3260
Michael Boni, Esq.	610-822-0206
Thomas F. Grady, Esq.	215-977-8160
Charles Mandracchia, Esq.	610-584-0507
Stephen J. Shapiro, Esq.	215-751-2205
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Mary Catherine Roper, Esq.	215-592-1343
Mary Kay Costello, AUSA	215-861-8618
Michael Levy, AUDA	215-861-8618