

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

RAMONA CLARK and DYLAN
SCHLOSSBERG, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

GANNETT CO., INC., a Delaware
corporation,

Defendant.

Case No. 16 CH 06603

The Honorable Kathleen G. Kennedy

Judge Kathleen G. Kennedy

NOV 14 2016

Circuit Court – 1718

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

This matter having come before the Court on Plaintiffs' Motion for Final Approval of Class Action Settlement regarding a proposed class action settlement of the above-captioned matter (the "Action") between Plaintiffs Ramona Clark and Dylan Schlossberg (collectively, "Plaintiffs") and Defendant Gannett Co., Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties"), the terms of which are set forth in the Stipulation of Class Action Settlement (the "Settlement Agreement"), and the Court having been advised in the premises, having duly considered the papers and arguments of all interested parties, and having held a Final Approval Hearing on November 9, 2016, ^{and on November 14, 2016} finds that:

1. Unless defined herein, all capitalized terms in this Order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.
2. This Court has subject matter jurisdiction to approve the Settlement Agreement, including all attached exhibits, and personal jurisdiction over all Parties to the Action, including all Settlement Class Members.

3. On August 4, 2016, this Court preliminarily approved the Settlement Agreement, and certified, for settlement purposes, the Settlement Class consisting of: “all Persons in the United States or its territories or possessions to whom Gannett or anyone acting on its behalf placed or caused to be placed a call to such Person’s telephone number when it was assigned to a cellular telephone service using an automated telephone dialing system or an artificial or prerecorded voice without prior express consent of the called party from January 2, 2010 to [August 4, 2016].” This Court now affirms certification of the Settlement Class for settlement purposes.

4. Notice to the Settlement Class has been provided in accordance with the Court’s Preliminary Approval Order, and the substance of and dissemination program for the Notice—which included direct mail and email notice, the creation of the Settlement Website, and maintenance of a toll-free telephone line through which Settlement Class Members could contact the Settlement Administrator to obtain additional information about the Settlement and request a Claim Form—constituted the best practicable notice under the circumstances; constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing; was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to receive notice; and fulfills the requirements of 735 ILCS 5/2-803 and due process.

5. The Settlement Agreement was the result of arm’s-length negotiations conducted in good faith by experienced attorneys familiar with the legal and factual issues of this case, was reached with the assistance of the Honorable Wayne R. Andersen (ret.) of JAMS Chicago, and is supported by Plaintiffs and Class Counsel. The Class Representatives and Class Counsel

adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement. The preliminary appointment of Rafey S. Balabanian, Benjamin H. Richman, and Eve-Lynn Rapp of Edelson PC is hereby confirmed.

6. The Settlement Agreement is fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class in light of the strength of the case for Plaintiffs on the merits versus the relief offered in the settlement; the complexity, length and expense of further litigation; the risks involved in establishing liability and damages in maintaining the class action through trial and appeal; the amount of opposition to the settlement; the lack of collusion in reaching a settlement; the reaction of the Settlement Class Members to the settlement; the opinion of counsel; and the stage of the proceedings and the amount of discovery completed.

7. The Settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the Released Claims against the Released Parties. The Court finds that the consideration to be paid to members of the Settlement Class is reasonable, considering the facts and circumstances of the claims and affirmative defenses available in the Action and the potential risks and likelihood of success of alternatively pursuing trials on the merits.

8. The final Opt-Out List is a complete list of all Persons in the Settlement Class who have timely submitted a valid request for exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Judgment.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED THAT:

9. The Settlement Agreement is finally approved as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members. The Parties are directed to implement and consummate the Settlement Agreement according to its terms and conditions.

The Parties and Settlement Class Members who did not timely exclude themselves from the Settlement Class are bound by the terms and conditions of the Settlement Agreement.

10. The Court has considered the single objection raised against the Settlement Agreement by Gary Stewart. Gary Stewart's objection is overruled.

11. The Settlement Agreement is hereby finally approved in all respects, and the Parties are hereby directed to implement and consummate the Settlement Agreement according to its terms and conditions. The Settlement Administrator shall pay from the Settlement Fund established by Defendant all Approved Claims, as well as the Fee Award and Incentive Award, pursuant to and in the manner provided by the terms of the Settlement Agreement.

12. The Action is hereby dismissed on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement and this Order.

13. The Parties and Settlement Class Members are bound by the terms and conditions of the Settlement Agreement. Upon the Effective Date of the Settlement Agreement, Plaintiffs, each and every Settlement Class Member, and all of the Releasing Parties shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against each and every one of the Released Parties up through and including the Effective Date.

14. Upon the Effective Date, the Settlement Agreement will be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members and Releasing Parties.

15. All Settlement Class Members and Releasing Parties who have not been properly excluded from the Settlement Class shall be permanently barred and enjoined from (i) filing, commencing, prosecuting, intervening in, or participating in (as plaintiffs, class members,

claimants, or otherwise) any lawsuit, administrative, regulatory, arbitration, or other action or proceeding in any jurisdiction against any of the Released Parties based on the Released Claims; and (ii) organizing Settlement Class Members who have not excluded themselves from the Settlement Class into a separate class for purposes of pursuing as a purported class action any lawsuit, administrative, regulatory, arbitration, or other action or proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) against any of the Released Parties based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by any government agency.

16. The final Opt-Out List is hereby approved and is a complete list of all Persons in the Settlement Class who have timely submitted a valid request for exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Judgment.

17. The Parties may, without further approval from the Court, agree to and adopt amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits) that (i) shall be consistent in all material respects with the Final Judgment; and (ii) do not limit the rights of the Settlement Class Members.

18. The Court awards to Class Counsel \$ 5,382,000 total, which shall include all attorneys' fees and reimbursable expenses associated with the Action, and which shall be paid from the Settlement Fund established by Defendant.

19. The Court awards to the Class Representatives incentive awards in the amount of \$ 5,000 to Plaintiff Schlossberg and \$ 1,000 to Plaintiff Clark for their

time and effort serving the Settlement Class in this Action, which shall be paid from the Settlement Fund established by Defendant.

20. The Settlement Class is certified for settlement purposes and certification of the Settlement Class shall be binding only with respect to the settlement of the Action.

21. In the event that the Settlement Agreement is terminated pursuant to its terms (including the right of the Class Representatives or Defendant to elect to terminate if the Court's approval of the Settlement Agreement is reversed, vacated, or modified in any material respect by any appellate or other court), any Final Judgment or other order, including but not limited to the certifying of the class for settlement purposes, entered by the Court in accordance with the terms of the Settlement Agreement shall be deemed vacated, *nunc pro tunc* and without prejudice to Defendant's right to contest class certification, and the Parties and the Settlement Class Members shall be returned to the *status quo ante* with respect to the Action as if they had never entered into the Settlement Agreement, and this Action shall be dismissed without prejudice.

22. Without affecting the finality of this Final Judgment for purposes of appeal, the Court retains jurisdiction as to all matters related to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and this Final Judgment, and for any other necessary purpose.

ENTERED: Judge Kathleen G. Kennedy

NOV 14 2016

Circuit Court – 1718

Judge Kathleen G. Kennedy

Date: _____