

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

AUG 04 2016

Circuit Court – 1718

~~PROPOSED~~ PRELIMINARY APPROVAL ORDER

X6/C

This matter having come before the Court on Plaintiffs' Motion for and Memorandum in Support of Preliminary Approval of Class Action Settlement of the above-captioned matter (the "Action") between Plaintiffs Ramona Clark and Dylan Schlossberg (together, "Plaintiffs") and Defendant Gannett Co., Inc. ("Gannett" or "Defendant"), as set forth in the Stipulation of Class Action Settlement between Plaintiffs and Defendant (the "Settlement Agreement"), and the Court having duly considered the papers and arguments of counsel, the Court hereby finds and orders as follows:

1. Unless defined herein, all defined terms in this Order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.
2. The Court has conducted a preliminary evaluation of the settlement set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court finds that the Settlement Agreement meets all applicable requirements of Section 2-801 of the Illinois Code of Civil Procedure for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class

that predominate, that the representative parties fairly and adequately protect the interests of the class, and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.

3. The Court further finds that: (i) there is good cause to believe that the settlement is fair, reasonable, and adequate, (ii) the Settlement Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case and was reached with the assistance of the Honorable Wayne Andersen (Ret.) of JAMS, and (iii) the settlement warrants Notice of its material terms to the Settlement Class for their consideration and reaction. Therefore, the Court grants preliminary approval of the Settlement.

4. Pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for settlement purposes only, the Court certifies the following 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 the date of Preliminary Approval." Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action or the New Jersey Action and members of their families; (2) Plaintiffs' counsel and members of their families; (3) Gannett, Gannett's subsidiaries, parent companies, successors, predecessors, and any entity in which Gannett has a controlling interest, and their current officers, directors, agents, attorneys and employees, and former officers, directors, agents, attorneys and employees between January 2, 2010 to the date of Preliminary Approval; (4) MPI, MPI's subsidiaries, parent companies, successors, predecessors, and any entity in which Gannett has a controlling interest, and their current officers, directors, agents,

attorneys and employees, and former officers, directors, agents, attorneys and employees between January 2, 2010 to the date of Preliminary Approval; (5) Persons who properly execute and file a timely request for exclusion from the class; and (6) the legal representatives, successors or assigns of any such excluded Persons.

5. For settlement purposes only, the Court hereby approves the appointment of Plaintiffs Ramona Clark and Dylan Schlossberg as Class Representatives.

6. For settlement purposes only, the Court hereby approves the appointment of the following attorneys as Class Counsel and finds that they are competent and capable of exercising the responsibilities of Class Counsel:

Benjamin H. Richman	Rafey S. Balabanian
Eve-Lynn Rapp	EDELSON PC
EDELSON PC	123 Townsend St
350 N. LaSalle St, 13th Floor	San Francisco, CA 94107
Chicago, IL 60654	

7. On **November 9, 2016 at 11:00 am CST**, or at such other date and time later set by Court Order, this Court will hold a Final Approval Hearing on the fairness, adequacy, and reasonableness of the Settlement Agreement, and to determine whether: (a) final approval of the Settlement Agreement should be granted and (b) Class Counsel's application for attorney's fees and expenses, and an incentive award to the Class Representative should be granted. No later than, **October 7, 2016** Plaintiffs must file their papers in support of Class Counsel's application for attorneys' fees and expenses, and no later than **October 26, 2016**, Plaintiffs must file their papers in support of final approval of the Settlement Agreement and in response to any objections.

8. Pursuant to the Settlement Agreement, Kurtzman Carson Consultants ("KCC"), is hereby appointed as Settlement Administrator and shall be required to perform all of the duties

of the Settlement Administrator as set forth in the Settlement Agreement and this Order.

9. The Court approves the proposed plan for giving Notice to the Settlement Class, which includes direct Notice via electronic mail (as well as via First Class U.S. Mail with a postcard if the email “bounces back”) and the creation of the Settlement Website, as fully described in the Settlement Agreement. The Administrator will also maintain a toll-free telephone line through which Settlement Class Members can contact the Settlement Administrator to obtain additional information about the Settlement and request a Claim Form. The plan for giving Notice, in form, method, and content, fully complies with the requirements of 735 ILCS 5/2-803 and due process and is due and sufficient notice to all Persons entitled thereto. The Court hereby directs the Parties and Settlement Administrator to complete all aspects of the notice plan no later than September 6, 2016 (i.e., thirty-three (33) days after the entry of this Order).

10. All Persons who meet the definition of the Settlement Class and who wish to recover their *pro rata* share of the amount remaining in the Settlement Fund after payment of all Settlement Administration Expenses, any incentive award to the Class Representatives, and any Fee Award, must submit a valid Claim Form by no later than November 5, 2016 (i.e., ninety (90) days after the entry of this Order).

11. All persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class must submit their request for exclusion in writing no later than the Objection/Exclusion deadline of October 21, 2016 (i.e., 45 days after Notice is disseminated). To be valid, any request for exclusion must be sent to the Settlement Administrator and postmarked on or before the Objection/Exclusion deadline. The request for exclusion must be personally signed by the Settlement Class Member seeking to be excluded

from the Settlement Class, and include the Person's name, address, and telephone number, the caption for the Action (i.e., *Clark, et al. v. Gannett Co., Inc.*, Case No. 16 CH 06603 (Cir. Ct. Cook Cnty., Ill.)), and a statement that he or she wishes to be excluded from the Settlement Class. A request to be excluded that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Persons serving such a request shall be deemed to remain members of the Settlement Class and shall be bound as Settlement Class Members by this Settlement Agreement, if approved.

12. Any member of the Settlement Class may comment in support of, or in opposition to, the Settlement Agreement at his or her own expense; provided, however, that all comments and objections must (i) be filed with the Clerk of the Court, and (ii) be postmarked or delivered to Class Counsel and Defendant's counsel as described in the Notice, no later than the Objection/Exclusion Deadline. Any member of the Settlement Class who intends to object to this Settlement Agreement must include in his or her written objection: (1) the Settlement Class Member's full name and current address, (2) the cellular telephone number the Settlement Class Member believes received the telephone call at issue, (3) a statement that he or she believes himself or herself to be a member of the Settlement Class, (4) the specific grounds for the objection, (5) all documents or writings that the Settlement Class Member desires the Court to consider, (6) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; and (7) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission).

13. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Order and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

14. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the Settlement Agreement and this Order, are not and shall not in any event be described as, construed as, offered or received against the Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiffs; the validity of any claim that has been or could have been asserted in the Action or in any litigation; the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released Parties. Defendant has denied and continues to deny the claims asserted by Plaintiffs. Notwithstanding, nothing contained herein shall be construed to prevent a Party from offering the Settlement Agreement into evidence for the purpose of enforcing the Settlement Agreement.

15. The certification of the Settlement Class shall be binding only with respect to the Settlement of the Action. In the event that the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the Parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement,

and no reference to the Settlement Class, the Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

16. All Persons in the Settlement Class, unless and until they have timely submitted a valid request for exclusion from the Settlement are preliminarily enjoined, until the entry of an order by the Court as to the final approval of the settlement and/or through the time of any appeals, from (i) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant or class member in any other lawsuit, administrative, regulatory, arbitration or other action or proceeding in any jurisdiction against any of the Released Parties based on, relating to or arising out of the Released Claims; (ii) filing, commencing, participating in or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any Person in the Settlement Class who has not timely excluded himself, herself, or itself (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 Released Claims; and (iii) attempting to effect opt-outs of a class of individuals in any lawsuit, administrative, regulatory, arbitration or other action or proceeding based on, relating to or arising out of the Released Claims. No Person in the Settlement Class is prohibited participating in any action or investigation initiated by any government agency. □

17. All further proceedings in the Action are ordered stayed until Final Judgment or termination of the Settlement Agreement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate final approval of the Settlement Agreement.

IT IS SO ORDERED.

Judge Kathleen G. Kennedy

AUG 04 2016

Circuit Court – 1718

ENTERED: _____

THE HONORABLE KATHLEEN G. KENNEDY