

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

KISON PATEL,)	Case No. 15-C-8174
individually and on behalf of)	
a class of similarly situated people,)	Judge John Z. Lee
)	
Plaintiff,)	
)	
)	
v.)	
)	
AT&T SERVICES, INC. and ILLINOIS)	
BELL TELEPHONE COMPANY,)	
)	
Defendants.)	

ORDER PRELIMINARILY APPROVING SETTLEMENT

WHEREAS, the Parties have reached a proposed settlement and compromise of the dispute between them and other similarly situated persons in the Action, which is set forth in the Settlement Agreement filed with the Court; and

WHEREAS, the Parties have applied to the Court for preliminary approval of the proposed Settlement, the terms and conditions of which are set forth in the Settlement Agreement; and

WHEREAS, it appears to the Court upon preliminary examination that the proposed Settlement is fair, reasonable and adequate, and that a hearing should be held after notice to the Settlement Class of the proposed Settlement to finally determine whether the proposed Settlement is fair, reasonable and adequate and whether a Final Approval Order and Judgment should be entered in this Action.

THE COURT FINDS AND ORDERS AS FOLLOWS:

1. The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.

2. The Court preliminarily approves the Settlement Agreement as fair, reasonable and adequate to the Settlement Class, as falling within the range of possible final approval, and as meriting notice of the Settlement to persons in the Settlement Class for their consideration and a hearing as to the approval of the Settlement.

3. The Settlement Agreement was entered into by experienced counsel and only after extensive arm's-length negotiations.

4. For purposes of the Settlement only, the Court certifies the Settlement Class, consisting of: "All subscribers to those wireless telephone numbers identified as having lodged a complaint prior to November 18, 2015 regarding receiving a communication from AT&T regarding an AT&T U-Verse account for which they were not the accountholder, excluding subscribers of AT&T wireless and/or U-verse services, as documented in Exhibit F of the Settlement Agreement."

5. The Court preliminarily finds, for settlement purposes only, that:

- a. The above-described Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the Settlement Class;
- c. The claims of the Settlement Class Representative are typical of the claims of the Settlement Class;
- d. The Settlement Class Representative will fairly and adequately protect the interests of the Settlement Class;
- e. The questions of fact or law common to the members of the Settlement Class predominate over the questions affecting only the individual members; and

f. Certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of the controversy.

6. The Court finds that it has personal jurisdiction over all Class Members, including the absent Class Members.

7. The named Plaintiff, Kison Patel, shall be the Settlement Class Representative of the Settlement Class. This Court preliminarily finds that he will fairly and adequately represent and protect the interests of the absent Class Members.

8. The Court approves Curtis C. Warner of Warner Law Firm, LLC as settlement Class Counsel. This Court preliminarily finds that he is competent, capable of exercising all responsibilities as Class Counsel, and will fairly and adequately represent and protect the interests of the absent Class Members.

9. The Court approves KCC to serve as the Settlement Administrator in this Action.

10. A Final Approval Hearing shall be held before this Court at _____ on _____, 201_____, to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable, and adequate including the settlement amount provided to the claiming class members, Class Counsel's Attorney Fee request, and Plaintiff's Incentive Award request; and (b) whether the Final Approval Order and Judgment should be entered. The Final Approval Hearing may be postponed, adjourned or continued by order of the Court without further notice to the Settlement Class, except that such changes shall be posted on the Settlement Website. After the Final Approval Hearing, the Court may enter a Final Approval Order and Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all Class Members with respect to the rights being settled.

11. The Court approves, as to form and content, the use of a Claim Form and Notice substantially similar to the forms attached as Exhibits A, C and D of the Settlement Agreement, respectively.

12. The Court authorizes Class Counsel to issue subpoenas to Verizon Wireless, T-Mobile, Sprint, and U.S. Cellular (collectively the “Carriers”) to identify the subscribers of the telephone numbers that constitute the Settlement Class, as described in the Settlement Agreement. For numbers whose ownership is not identified in the Carriers’ responses to the subpoenas, the Settlement Administrator will use a reverse look-up process to identify the subscribers of the numbers. Within thirty (30) days from the Settlement Administrator receiving a response containing the return of information from the last of the issued subpoenas, Notice will be provided to members of the Settlement Class by first-class U.S. mail, as provided for in the Settlement Agreement. For all telephone numbers of members of the Settlement Class that are not identified in the responses to the subpoenas issued to the wireless carriers, the Settlement Administrator will use a reverse look-up process to attempt to identify the owners of those numbers.

13. The cost of Notice and of settlement administration shall be paid by AT&T and invoiced directly to AT&T by the Settlement Administrator. This amount is to be paid separate from the Settlement Fund.

14. The Notice, as directed in this Order, constitutes the best notice practicable under the unique circumstances of this case and is reasonably calculated to apprise members of the Settlement Class of the pendency of this Action and of their right to object to the Settlement or exclude themselves from the Settlement Class. The Court further finds that the Notice program is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to

receive such notice and that it meets the requirements of due process and of Federal Rule of Civil Procedure 23. The Court hereby further prohibits any additional generalized notices or communications, whether by written correspondence, advertisements, Internet postings, or other media to Class Members by the Parties about the Settlement or its terms other than as specifically authorized by this Agreement, except that nothing herein shall impact Class Counsel's ability to discharge their attorney-client obligations to members of the Settlement Class.

15. Any member of the Settlement Class who desires to be excluded from the Settlement Class, and therefore not be bound by the terms of the Settlement Agreement must submit to the Settlement Administrator, pursuant to the instructions and requirements set forth in the Notice, a timely and valid written request for exclusion postmarked no later than sixty (60) days from the deadline for sending Notice.

16. Each request for exclusion must be personally signed by the individual Class Member; so-called "mass" or "class" opt outs shall not be allowed. No person shall purport to exercise any exclusion rights for any other Person, or purport to exclude any other Class Member as a group, aggregate or class involving more than one Class Member, or as an agent or representative. Any such purported exclusion shall be void and the person that is the subject of the purported opt out shall be treated as a member of the Settlement Class and be bound by the Settlement.

17. Any member of the Settlement Class who elects to be excluded shall not be entitled to receive any of the benefits of the Settlement, shall not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement or appear at the Final Approval Hearing.

18. Any Class Member who does not submit a valid and timely request for exclusion and has submitted a valid and timely claim form may object to the proposed Settlement, to Class Counsel's Attorney's Fees and Costs application, and/or to the application for an Incentive Award to named Plaintiff. Any such Class Member shall have the right to appear and be heard at the Final Approval Hearing, either personally or through an attorney retained at the Class Member's own expense. Any such Class Member must file with the Court including any specific objections they wish to make, no later than sixty (60) days from the deadline for sending Notice. Any Class Member who fails to do so shall be foreclosed from making such objection or opposition, by appeal, collateral attack, or otherwise. A copy of these objections should also be served on the Settlement Administrator.

19. All proceedings in this Action are stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiff, all persons in the Settlement Class, and persons purporting to act on their behalf are enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any released claim against AT&T in any action, arbitration, or proceeding in any court, arbitration forum, or tribunal.

20. Further settlement proceedings in this matter shall proceed according to the schedule listed below. Within 14 (fourteen) days of the Parties' receipt of the last, complete Carrier subpoena response, the Parties will jointly notify the Court of such. Any deadlines listed in the Notice, Claim Form and Settlement Website or in this Preliminary Approval Order that are tied to the Parties' receipt of the last, complete Carrier subpoena response will be updated to reflect actual dates after the receipt of the last, complete Carrier subpoena response.

<u>Event</u>	<u>Scheduled Date</u>
CAFA Required Notice sent to the Appropriate Federal and State Authorities	10 days after the filing of the motion for preliminary approval
Notice mailing deadline	30 days after receipt of the last complete Carrier subpoena responses
Parties' briefs in support of the Settlement due	75 days after receipt of the last complete Carrier subpoena responses
Last day for Class Members to opt out of Settlement	90 days after receipt of the last complete Carrier subpoena responses
Last day for objections to the Settlement to be filed with the Court	90 days after receipt of the last complete Carrier subpoena responses
Last day to submit a Valid Claim Form	90 days after receipt of the last complete Carrier subpoena responses
Incentive Award and Attorney's Fees applications due	75 days after receipt of the last complete Carrier subpoena responses
Parties file responses to objections, if any	100 days after receipt of the last complete Carrier subpoena responses
Final Approval Hearing	No earlier than 110 days after receipt of the last complete Carrier subpoena responses


21. Service of all papers on counsel for the parties shall be made as follows: (a) for Class Counsel: to Curtis Warner, Warner Law Firm, LLC, 350 S. Northwest Hwy., Ste. 300, Park Ridge, IL 60068; and (b) for AT&T: Hans Germann, Mayer Brown, LLP, 71 S. Wacker Drive, Chicago, IL 60606.

22. In the event that a Final Approval Order and Judgment is not entered by the Court, or the Effective Date of the Settlement does not occur, or the Settlement Agreement otherwise terminates according to its terms, this Order and all orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purpose whatsoever, including without limitation for an evidentiary

purpose (including but not limited to class certification) in this Action or any other action. In such event, the Settlement Agreement, exhibits, attachments and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all of the parties who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement Agreement.

23. The Court may, for good cause, extend all of the deadlines set forth in this Order without further notice to the Settlement Class.

DATED this 11th day of October, 2016

By: 

Hon. John Z. Lee
United States District Court Judge