

**IN THE CIRCUIT COURT OF DUPAGE COUNTY
EIGHTEENTH JUDICIAL CIRCUIT**

SONYA JACKSON, JASON GOLDSTEIN,
and TAMMY HUTTEMEYER, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

FANDANGO MEDIA, LLC,

Defendant.

Case No. 2023LA000631

Hon. Timothy McJoynt

FINAL ORDER AND JUDGMENT

WHEREAS, a putative class action is pending before the Court entitled *Jackson. v. Fandango Media, LLC*, Case No. 2023LA000631; and

WHEREAS, Plaintiffs Sonya Jackson, Jason Goldstein, and Tammy Huttemeyer (“Plaintiffs”) and Defendant Fandango Media, LLC (“Defendant,” and together with Plaintiffs, the “Parties”) have entered into a class action Settlement Agreement and Release, which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to all claims asserted against Defendant upon the terms and conditions set forth therein (the “Settlement Agreement”); and

WHEREAS, on August 30, 2023, the Court granted Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, conditionally certifying for settlement purposes a Class pursuant to 735 ILCS 5/2-801 of “all Fandango Subscribers (individuals that created an account on Fandango) who: (i) watched any video content on the Fandango website from the same browser they used to access Facebook during the Class Period; and (ii) who were members of Facebook at the time they watched a video on the Fandango website;”

WHEREAS, the Court held a Final Approval Hearing on December 4, 2023, at which time, the Parties and all other interested persons were afforded the opportunity to be heard in support of

and in opposition to the Settlement; and

WHEREAS, the Court has considered the Parties' class action Settlement Agreement, as well as Plaintiffs' Motion for Final Approval of the Settlement Agreement, Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, And Incentive Awards, together with all exhibits thereto, the arguments and authorities presented by the Parties and their counsel at the Final Approval Hearing held on December 4, 2023, and the record in the Action, and good cause appearing;

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Final Order and Judgment shall have the same meaning as ascribed to them in the Parties' Settlement Agreement.

2. This Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including all Settlement Class Members.

3. Based on the papers filed with the Court and the presentations made to the Court by the Parties and other interested persons at the Final Approval Hearing, this Court now gives final approval to the Settlement Agreement, and finds that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The Settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the Releasers' release of the Released Claims against the Released Parties. The Court finds that the consideration to be paid to members of the Settlement Class is reasonable, and in the best interests of the Settlement Class Members, considering the total value of their claims compared to (i) the disputed factual and legal circumstances of the Action, (ii) affirmative and other defenses asserted in the Action, and (iii) the potential risks and likelihood of success of pursuing litigation on the merits. The complex legal and factual posture of this case, the exchange of relevant information between the Parties completed, and the fact that the Settlement is the result of arms'-

length negotiations between the Parties support this finding. The Court finds that these facts, in addition to the Court's observations throughout the litigation, demonstrate that there was no collusion present in the reaching of the Settlement Agreement, implicit or otherwise.

4. The Court has specifically considered the factors relevant to class action settlement approval, including:

(1) the strength of the case for the plaintiff[s] on the merits, balanced against the money or other relief offered in settlement; (2) the defendant's ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed.

City of Chicago v. Korshak, 206 Ill. App. 3d 968, 972 (1st Dist. 1990).

5. Pursuant to 735 ILCS 5/2-801 and 735 ILCS 5/2-802, the Court finally certifies, for settlement purposes only, the following Settlement Class:

All Fandango Subscribers (individuals that created an account on Fandango) who: (i) watched any video content on the Fandango website from the same browser they used to access Facebook during the Class Period; and (ii) who were members of Facebook at the time they watched a video on the Fandango website.

6. For purposes of settlement only, the Class Period is April 1, 2020 until June 1, 2022.

7. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representative and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this controversy.

8. The Court has determined that the notice provided to the Settlement Class pursuant to the Settlement Agreement and order granting Preliminary Approval—including: (i) direct notice in the form of an email to Settlement Class Members for whom a valid email address is available in the Class List, containing an electronic link to the Claim Form; (ii) reminder notice via a second email thirty (30) days prior to the Claims Deadline containing an electronic link to the Claim Form; and (iii) the creation of a Settlement website at www.fandangovppasettlement.com, apprising the Settlement Class of the proposed Settlement and enabling the Settlement Class to submit Claim Forms online—fully complied with the requirements of 735 ILCS 5/2-803 and due process, and was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, the Settlement and Settlement Agreement, their right to object to or to exclude themselves from the Settlement and Settlement Agreement, and their right to appear at the Final Approval Hearing.

9. For settlement purposes only, the Court confirms the appointment of Plaintiffs Sonya Jackson, Jason Goldstein, and Tammy Huttemeyer as Class Representatives of the Settlement Class and the appointment of Plaintiffs' counsel as Class Counsel.

10. The Court finds that the Class Representatives and Class Counsel adequately represented the Settlement Class for the purposes of litigating this matter and entering into and implementing the Settlement Agreement.

11. Accordingly, the Settlement and Settlement Agreement are hereby finally approved in all respects.

12. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Settlement Agreement is hereby incorporated into this Final Order and Judgment in full and shall have the full force of an Order of this Court.

13. This Court hereby dismisses the Action, as identified in the Settlement Agreement, on the merits and with prejudice.

14. The Court adjudges that the Released Claims and all of the claims described in the Settlement Agreement are released as against the Released Parties. The Court adjudges that the Plaintiffs and all Settlement Class Members, including any Releasers, only two of whom opted out of the Settlement Class at the time of the Parties' Motion for Final Approval on October 13, 2023, shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims as against the Released Parties, as defined in the Settlement Agreement. The Released Claims specifically extend to claims that Releasers, including Plaintiffs and Settlement Class Members, do not know or suspect to exist at the time that the Settlement Agreement, and the releases contained therein, becomes effective.

15. The above release of claims and the Settlement Agreement will be binding on, and will have *res judicata* and preclusive effect on, all pending and future lawsuits or other proceedings maintained by or on behalf of Releasers, including Plaintiffs and all other Settlement Class Members. Releasers, including Plaintiffs and all other Settlement Class Members, are hereby permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on or arising out of any of the Released Claims. The Released Parties may file the Settlement Agreement and/or this Final Order and Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on the principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, reduction or any other claim preclusion, issue preclusion or similar defense or counterclaim.

16. Releasers, including Plaintiffs and Settlement Class Members, only one of whom

validly and timely requested exclusion from the Settlement, are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims and any of the claims described in the Settlement Agreement as against any of the Released Parties.

17. The Court has also considered Plaintiffs' Motion For Attorneys' Fees, Costs, Expenses, And Service Awards, as well as the supporting memorandum and declaration, and adjudges that the payment of attorneys' fees, costs, and expenses in the amount of \$1,900,000.00 is reasonable in light of the multi-factor test used to evaluate fee awards in Illinois. *See McNiff v. Mazda Motor of Am., Inc.*, 384 Ill. App. 3d 401, 407 (4th Dist. 2008). In addition, the Court adjudges that the payment of Service Awards in the amount of \$2,500 to each Plaintiff—Sonya Jackson, Jason Goldstein, and Tammy Huttemeyer—to compensate them for their efforts and commitment on behalf of the Settlement Class, is fair, reasonable, and justified under the circumstances of this case. The payments of attorneys' fees, costs, expenses, and service awards shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement. Such payments shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

18. The Court approves payment of settlement administration costs of \$150,000 to the Settlement Administrator, Epiq Class Action & Claims Solutions, Inc., in the manner provided by the terms of the Settlement Agreement.

19. The Settlement Class Members who made valid and timely claims will each receive either a Cash Payment of \$5.00 or a Movie Ticket Voucher of \$15.00 pursuant to the terms of the Settlement Agreement. Such payments to Settlement Class Members shall be made pursuant to, and in the manner provided by, the relevant terms of the Settlement Agreement.

20. All payments made to Settlement Class Members in the form of Cash Payments

and pursuant to the relevant terms of the Settlement Agreement that are not cashed within one hundred and eighty (180) days of issuance shall revert to Defendant at the direction of Defendant's counsel. The Settlement Class Member will be deemed to have waived irrevocably any right or claim to his or her payment from the Settlement and Settlement Agreement, but the terms of the Settlement and Settlement Agreement, including the release of claims, nevertheless will be binding upon that individual.

21. Except as otherwise set forth in this Order, the Parties shall bear their own costs and attorneys' fees.

22. Neither this Final Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement, shall be construed or used as an admission or concession by or against Defendant or any other of the Released Parties of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Action or a determination of any wrongdoing by Defendant or any of the other Released Parties. The final approval of the Settlement and Settlement Agreement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiffs, the Settlement Class Members, Defendant or the other Released Parties.

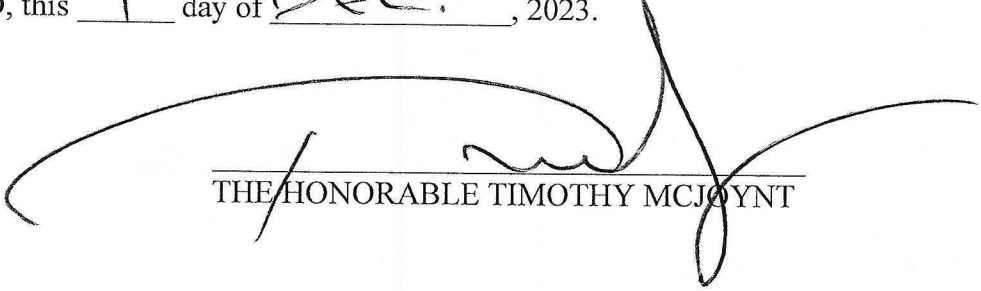
23. The Parties, without further approval from the Court, are hereby permitted to agree and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with this Final Order and Judgment do not limit the rights of Settlement Class Members.

24. Without affecting the finality of this Final Order and Judgment for purposes of

appeal, the Court shall retain jurisdiction over all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement until the Effective Date.

25. The Court finds that there is no just reason to delay, and therefore directs the Clerk of Court to enter this Final Order and Judgment as the final judgment of the Court forthwith.

IT IS SO ORDERED, this 4 day of DEC., 2023.



THE HONORABLE TIMOTHY MCJOYNT