

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

JONATHAN SMITH, JOSEPH ROGERS,)
TAYLOR ARMIGER, RAMSEY)
GARDNER, individually and on behalf of)
themselves and others similarly situated,)

Case No.: 2023-CH-09225

Plaintiffs,)

v.)

ASSURANCE IQ, LLC,)

Defendant.)

FINAL APPROVAL ORDER AND JUDGMENT

This matter coming to be heard on Plaintiffs’ Motion for Final Approval of Class Action Settlement and Plaintiffs’ Motion for Incentive Awards and Attorney Fees and Costs (the “Motions”), due and adequate notice having been given to the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises, IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. Unless otherwise noted, all capitalized terms in this Final Approval Order and Judgment shall have the same meaning as ascribed to them in the Settlement Agreement between Jonathan Smith, Joseph Rogers, Taylor Armiger and Ramsey Gardner (“Plaintiffs”) and Assurance IQ, LLC (“Defendant”).
2. This Court has jurisdiction over the subject matter of the Litigation and personal jurisdiction over all Parties to the Litigation, including all Class Members.
3. The Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated March 6, 2024, and the Court finds that adequate notice was given to all members of the Settlement Class pursuant to the terms of the Preliminary Approval Order.

4. The Court has read and considered the papers filed in support of the Motions, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. The Court held a Final Approval Hearing on September 3, 2024 which was open to the public in person and by Zoom, 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.

6. Pursuant to 735 ILCS 5/2-806 and based on the papers filed with the Court and all arguments presented at the Final Approval Hearing, the Court now gives final approval to the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class, when considering, in their totality, the strength of Plaintiffs' case balanced against the money and relief offered in the Settlement; Defendant's ability to pay; the complexity, length, and expense of further litigation; the amount of opposition to the Settlement; the lack of collusion in reaching the Settlement; the Settlement Class Members' reaction to the Settlement; the opinion of competent counsel; the stage of proceedings and amount of discovery completed, the complex legal and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of arms-length negotiations, including negotiations presided over by a neutral mediator.

7. Only one class member—Michael Long—objected to the Settlement itself. Mr Long's objection is overruled as it does nothing to detract from the fairness, reasonableness and adequateness of the Settlement.

8. The Settlement Agreement calls for a Settlement Class which consists of:

All persons (1) to whom Assurance IQ, LLC or its agents placed, or caused to be placed, a call or calls, (2) directed to a telephone number for which Assurance IQ LLC's records show a WN and/or DNC designation, and for which the parties' reverse telephone number lookup process returned names different than names Assurance IQ, LLC associated with the telephone numbers, (3) in connection with which Assurance IQ, LLC used, or caused to be used, an artificial or prerecorded voice, (4) from October 1, 2018

through the date the court preliminarily approves the parties' class action settlement.

9. One Hundred Sixty-One individuals made timely and valid requests for exclusion.

The names of these individuals are set forth in Exhibit 1 attached hereto. These individuals are excluded from the Settlement, and the Settlement Agreement and the releases contained therein are not binding on them.

10. The Court confirms the appointment of Plaintiffs as Class Representatives for the Settlement Class.

11. The Court confirms the appointment of the following counsel as Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class: Greenwald Davidson Rabbil PLLC, Keogh Law, Ltd, Turke & Strauss LLP, and Paronich Law, P.C.

12. 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 or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representatives and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class, and their claims are typical of those of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this controversy.

13. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, applicable law, and the Due Process Clause of the U.S. Constitution.

14. The Court orders the parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

15. The material terms of the Settlement Agreement include, but are not limited to, the following:

A. Settlement Fund - Defendant will establish a \$21,875,000 Settlement Fund (the "Settlement Fund").

B. Deductions - The following are to be deducted from the Settlement Fund before any other distributions are made:

- a. The costs and expenses for the administration of the Settlement and Class Notice, including expenses necessary to identify potential Settlement Class Members up to \$500,000;
- b. Plaintiffs' attorneys' fees, and the reimbursement of Class Counsel's litigation costs and expenses; and
- c. The incentive awards to Plaintiffs.

C. Settlement Payment to Settlement Class Members - Each Settlement Class Member who has submitted a valid and timely claim form will receive compensation as set forth in the Settlement Agreement. Each settlement check will be void one-hundred twenty days after issuance.

16. The Court dismisses the Litigation with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to the Released Claims. The Court adjudges that the Released Claims are released against the Releasees.

17. The Court adjudges that the Plaintiffs and all members of the Settlement Class shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Releasees, as defined under the Settlement Agreement.

18. The Released Claims specifically extend to claims that Plaintiffs and Class Members do not know or suspect to exist in their favor at the time that the Settlement Agreement, and the releases contained therein, become effective.

19. The Court further adjudges that, upon entry of this Final Approval Order, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective affiliates, assigns, heirs, executors, administrators, successors, and agents, as set forth in the Settlement Agreement. The Releasees may file the Settlement Agreement and/or this Final Approval Order and Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. Plaintiffs and all Settlement Class Members who did not validly and timely exclude themselves from the Settlement are permanently barred and enjoined from asserting, filing, commencing, prosecuting, pursuing, continuing, and/or seeking to reopen any of the Released Claims against any of the Releasees.

21. Class Counsel have moved for an award of attorneys' fees and reimbursement of expenses. In approving this request, this Court makes the following findings of fact and conclusions of law:

- A. this Settlement confers substantial benefits on the Settlement Class Members;
- B. the value conferred on the Settlement Class is immediately and readily quantifiable upon this judgment becoming Final and Settlement Class Members who have submitted valid Settlement Claims will immediate monetary payments;

C. Class Counsel vigorously and effectively pursued the Settlement Class Members' claims;

D. this Settlement was obtained as a direct result of Class Counsel's advocacy;

E. this Settlement was reached following extensive arms' length negotiation between Class Counsel and Counsel for Defendant, including two in person mediations, facilitated by a professional mediator, and was negotiated in good-faith and in the absence of collusion;

F. during the prosecution of the claims in the Litigation, Class Counsel incurred expenses in the aggregate amount of \$44,528.70, which included mediation and other expenses and which the Court finds to be reasonable and necessary to the representation of the Settlement Class;

G. Settlement Class Members were advised in the Class Notice approved by the Court that Class Counsel intended to file a motion for an award of attorneys' fees that identified the amount sought both as a percentage and a dollar figure for fees plus expenses to be paid from the Settlement Fund;

H. One member of the Settlement Class—Nicholas Chidiac—objected to the requested award of attorneys' fees and expenses. The Court will issue a separate ruling on attorney fees.

22. Further, Plaintiffs Jonathan Smith, Joseph Rogers, Taylor Armiger and Ramsey Gardner are each to be compensated in the amount of \$5,000 from the Settlement Fund for their efforts in this case which directly led to the monetary recovery obtained for the Settlement Class.

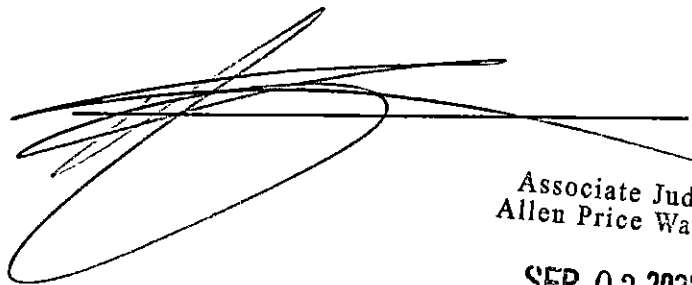
23. Pursuant to the Illinois Equal Justice Act, 735 ILCS 5/2-807(a), the Court orders 50% any *cypres* be distributed to the Chicago Bar Foundation, and the remaining 50% to the Electronic Privacy Information Center (EPIC).

24. Neither this Final Approval 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 of the Releasees of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims. This Final Approval Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by Defendant or any of the Releasees. The final approval of the 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, or Defendant.

25. The Parties, without further approval from the Court, are hereby permitted to agree to 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 the Final Approval Order and Judgment and do not limit the rights of the Class Members.

IT IS SO ORDERED.



Associate Judge
Allen Price Walker

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