

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

NEIL KRAN, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

HEARST COMMUNICATIONS, INC.,
a Delaware corporation, A
MARKETING RESOURCE, LLC, a
Minnesota limited liability company,

Defendants.

Case No. 0:15-cv-02058-MJD-BRT

FINAL APPROVAL ORDER

This matter having come before the Court on Plaintiff's Motion and Memorandum of Law in Support of Motion for Reasonable Attorneys' Fees, Expenses, and Incentive Award and Plaintiff's Motion and Memorandum of Law in Support of Motion for Final Approval of Class Action Settlement ("Settlement") of the above-captioned matter (the "Action") between Plaintiff Neil Kran and Defendants Hearst Communications, Inc., ("Hearst"), as set forth in the Class Action Settlement Agreement between Plaintiff and Hearst (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 terms in this Order shall have the respective meanings ascribed to them in the Settlement Agreement (Dkt. 43-1).

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

3. On June 29, 2016, this Court entered an order, which it later amended on August 5, 2016, preliminarily approving the Settlement, and certified, for settlement purposes, the Settlement Class consisting of: All individuals in the United States (1) who had his or her telephone number(s) registered with the National Do Not Call Registry for at least thirty days prior to the first Telephone Call, (2) who received more than one Telephone Call within a twelve-month period, (3) who were not a subscriber to the San Francisco Chronicle for a period of at least 18 months prior to the first Telephone Call (or who have never subscribed at all). This Court now affirms certification of the Settlement Class. (Dkts. 52 & 53, respectively.)

4. Notice to the Settlement Class has been provided in accordance with the Court's Preliminary Approval Order. The notice to the Settlement Class fully complied with the requirements of Fed. R. Civ. P. 23 and due process, constituted the best notice practicable under the circumstances to apprise Settlement Class Members 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, and provided due and sufficient notice to all persons entitled to notice of the Class Action Settlement Agreement resolving this Action.

5. No Settlement Class Member has objected to any of the terms of the Settlement Agreement and no individuals submitted timely requests for exclusion.

6. The Court finds that Defendant properly and timely notified the appropriate government officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. The Court has reviewed the substance of Defendant's notice, and finds that it complied with all applicable requirements of CAFA. Further, more than ninety (90) days have elapsed since Defendant provided notice pursuant to CAFA and the Final Approval Hearing.

7. This Court has considered the factors in *In re Uponor, Inc. F1807 Plumbing Fittings Prods. Liab. Litig.*, 716 F.3d 1057, 1063 (8th Cir. 2013), 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 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, 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. Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Agreement.

9. The Court hereby dismisses the Action on the merits and with prejudice without fees or costs to any party except as awarded herein.

10. The Court hereby orders that upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of this Final Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against each and every one of the Released Parties

11. The Parties are directed to implement the terms of the Settlement Agreement, including, *inter alia*, all applicable payments to the Settlement Class Members and prospective relief.

12. The Court awards Plaintiff Kran attorneys' fees in the amount of \$700,000.

13. The Court awards Plaintiff Kran an incentive award for serving as the class representative in the amount of \$1,000.

14. Upon the Final Settlement Date, the above releases 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 the Plaintiff and all other Settlement Class Members and Releasing Parties. All 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.

15. The Settling Parties, without further approval from the Court, may agree to adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents that are consistent in all material respects with the Final Judgment and do not limit the rights of the Settlement Class Members.

16. Without affecting the finality of this judgment for purposes of appeal, the Court retains jurisdiction with respect to this Settlement Agreement including, issues relating to administration, consummation, enforcement, interpretation and implementation.

17. The Court hereby directs entry of this judgment pursuant to Federal Rule of Civil Procedure 58 based upon the Court's finding that there is no just reason for delay of enforcement or appeal of this judgment.

IT IS SO ORDERED.

DATE: November 10, 2016

s/Michael J. Davis

MICHAEL J. DAVIS

UNITED STATES DISTRICT COURT