

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

Michelle Lee Tannlund, on behalf of herself
and all others similarly situated,

Plaintiffs,

v.

Real Time Resolutions, Inc.,

Defendant.

Case No. 1:14-cv-5149

**ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, AWARDING ATTORNEYS' FEES, LITIGATION EXPENSES, AND
INCENTIVE AWARDS**

On August 23, 2017 at 8:45 a.m., the Court heard Plaintiff's unopposed Motion for Final Approval of Class Action Settlement (R. 98) together with Plaintiff's Motion for Attorneys' Fees, Expenses, and Incentive Award (R. 94). The motion for final approval was preceded by a motion for preliminary approval (R. 81), which was submitted to the Court for review and approval on March 28, 2017, with preliminary approval having been granted by order dated April 10, 2017 (R. 88, 89).

After considering Plaintiffs' Motion for Final Approval, the Amended Settlement Agreement and Release (R. 81-1) and Rider (R. 92-1) ("Amended Settlement Agreement"), and the record and proceedings herein, the Court finds, concludes, and hereby orders as follows:

1. For the purposes of this Order, the Court adopts all defined terms as set forth in the Amended Settlement Agreement, previously filed with this Court on March 28, 2017 (R. 81-1). This includes the following definition of the Settlement Class:

All living persons within the United States (1) who received a phone call from Defendant during the Class Period to a number assigned to a cellular telephone service at the time the call was made, (2) where the number was

uploaded to and dialed by Defendant's telephone system, and (3) who did not give his or her express consent prior to such call being placed. Excluded from the Settlement Class are Accounts for which Defendant made no further cell phone calls after (1) Defendant received a release or representation from the debtor that he or she had no claims or (2) the debtor filed for relief under Title 11 of the United States Code resulting in a bankruptcy discharge order. Also excluded from the Settlement Class are Defendant; its parent companies, affiliates or subsidiaries, or any employees thereof, and any entities in which any of such companies has a controlling interest; the judge or magistrate judge to whom the Action is assigned; and, any member of those judges' staffs and immediate families.

2. Having preliminarily certified a Settlement Class and appointed class counsel by Order dated April 10, 2017, the Court now grants final approval to the Settlement Class as defined above, finally approves the appointment of Michelle Lee Tannlund as the representative for the Settlement Class, and finally designates and appoints Ankcorn Law Firm PLLC as counsel for the Settlement Class.

3. The Court finds that that the distribution of Notice of the Class Action Settlement as provided by the Amended Settlement Agreement, and as ordered by this Court upon preliminary approval, constitutes the best notice practicable under the circumstances and fully meets the requirements of due process

4. The Court finds that the Settlement, as set forth in greater detail in the Amended Settlement Agreement, agreed to by the parties, is fair, adequate, and reasonable.

5. The Court further finds that after notice, and an opportunity to object and/or opt out of the settlement, no Class Member has objected to the Settlement. A total of 16,289 timely and valid claims have been submitted by Class Members as of August 22, 2017 and an additional ten (10) Class Members have timely opted out of the proposed Settlement after notice and an opportunity to do so. A list of the names of the individuals who have opted out is set forth on the declaration of Lisa Mullins, claims administrator, dated August 9, 2017 (R. 98-1, ¶ 10).

Accordingly, the Court finds that the Class Members have been treated fairly and equally and that the Settlement Class as a whole views the Settlement favorably.

6. The Court also finds that Settlement followed a lengthy period of arms-length negotiations and is not the product of fraud or overreaching by, or collusion between, the parties to this litigation. After considering the Defendant's exposure, the Plaintiff's likelihood of success on her claims, and the risks, expense and delays associated with difficult litigation, the Court finds that the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class. The Settlement comports fully with the requirements of Rule 23 of the Federal Rules of Civil Procedure. Accordingly, the Court hereby grants final approval of the Settlement and all of the terms of the Amended Settlement Agreement. Plaintiff and Defendant are ordered to carry out the Settlement according to the terms of the Amended Settlement Agreement.

7. Class Counsel has moved for an award of attorney's fees of \$502,000.00 as well as an award of costs and expenses of \$30,805.55 (R. 94). No Class Member has objected to the proposed fee award. The requested attorneys' fees and expenses are reasonable under the circumstances and are hereby awarded in the amount requested.

8. The attorney's fees noted in the preceding Paragraphs shall be paid to Class Counsel from the Settlement Fund. Upon payment to Class Counsel, the Released Parties, the Released Parties' Counsel, and the Claims Administrator shall have no further liability or responsibility to Class Counsel, the Representative Plaintiff or any vendors or third parties employed by Plaintiff or Class Counsel for attorneys' fees, expenses, and/or costs incurred by Class Counsel on behalf of Plaintiff in this Action.

9. Plaintiff has moved for an incentive award of \$12,500.00 for Representative Plaintiff Michelle Lee Tannlund. The active involvement of the named plaintiff and her service

to the Settlement Class justifies the request for this enhanced award, which is fair and reasonable. No Class Member has objected to the proposed incentive award and the payment is not in conflict with the interests of the Settlement Class. Accordingly, the Court grants the Representative Plaintiff's request for an incentive award as requested to be paid from the Settlement Fund.

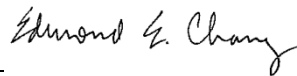
10. The Amended Settlement Agreement is not a concession or admission, and shall not be used against any of the Released Parties as an admission or indication with respect to any claim of any fault or omission by any of the Released Parties.

11. The Amended Settlement Agreement provides for a release by Plaintiffs and the Settlement Class Members of all Released Claims against the Released Parties. Those releases—as defined in the Amended Settlement Agreement—are valid and binding upon Plaintiffs and each member of the Settlement Class and are specifically adopted and made a part of this order.

12. This action is dismissed with prejudice, and Plaintiff and all members of the Settlement Class who did not timely and adequately opt out of the Settlement are permanently banned from prosecuting any of the Released Claims that were or could have been asserted in this Action or the Prior Actions and which are released pursuant to the release provisions in the Amended Settlement Agreement.

IT IS SO ORDERED.

Dated: August 23, 2017



Hon. Edmond E. Chang
United States District Judge