



the fairness and reasonableness of the award of attorneys' fees and expenses requested; the Court finds that this Final Order of Class Action Settlement should be entered.

It is therefore ORDERED that:

1. This case satisfies, for the purposes of the Consent Decree and Stipulated Settlement, the applicable prerequisites for class action treatment under Rules 23(a) and (b)(2) of the Federal Rules of Civil Procedure.
2. Notice of the pendency of this action as a class action and of the proposed Consent Decree and Stipulated Settlement was given directly to all Class Members who could be identified with reasonable effort or a summary notice was posted three times in local newspapers and all applicable documents were posted on Class Counsel's website. The form and method of notifying the Class of the pendency of the action as a class action and of the Consent Decree and Stipulated Settlement and its terms and conditions met the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.
3. The terms of the Consent Decree and Stipulated Settlement embodied therein are approved as fair, reasonable, and adequate, and in the best interests of the Class. The parties are directed to consummate the Agreement in accordance with its terms and provisions. The terms of the Consent Decree and Stipulated Settlement are hereby incorporated into the terms of this Order.
4. This case shall remain open until all funds have been disbursed in accordance with the Consent Decree and this Court's orders and Class Counsel files a report with the Court declaring all funds to be disbursed and that the case is ready for dismissal. A stipulation of dismissal with prejudice shall then be filed.
5. The Class Representative(s), the Class, all Class Members, and the successors and assigns of any of them, are hereby permanently barred and enjoined from instituting, commencing, or prosecuting, either directly or in any other capacity, any settled claims against any of the Released Parties. The settled claims are hereby compromised, settled,

released, discharged, and dismissed on the merits and with prejudice by virtue of the proceedings herein and this Final Order of Class Action Settlement.

6. Each of the defendants and Released Parties shall be deemed to have, and by operation of this Final Order of Class Action Settlement are fully, finally, and forever released, relinquished, and discharged by each and all of the Plaintiffs, the Class Members, the Class Representatives and Class Counsel from all claims, whether or not known or suspected, arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of this action and/or the settled claims.
7. Neither the Consent Decree, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein shall be:
  - a. Construed as, or deemed in any judicial, administrative, arbitration, mediation, or other type of proceeding to be evidence of, a presumption, concession, or an admission by any of the Released Parties of the truth of any fact alleged or the validity of any claim that has been, could have been or in the future might be asserted in the action, or otherwise against the Released Parties, or of any purported liability, fault, wrongdoing or otherwise of the Released Parties; or
  - b. Offered or received in evidence in any judicial, administrative, arbitration, mediation, or other type of proceeding for any purpose whatsoever, including, but not limited to, as a presumption, concession or an admission of any purported liability, wrongdoing, fault, negligence, misrepresentation, or omission in any statement, document, report, or financial statement heretofore or hereafter issued, filed, approved, or made by any of the Released Parties or otherwise referred to for any other reason, other than for the purpose of, and in such proceeding as may be necessary for, construing, terminating or enforcing the Agreement. Defendants and the Released Parties may rely upon and introduce the Consent Decree and related filings for the purposes of establishing res judicata, claim or issue preclusion, accord and satisfaction and/or otherwise establishing that a party or Class Member has waived and relinquished certain claims; or

- c. Construed as a concession or an admission that the Class Representatives or the Class Members have suffered any damage; or
  - d. Construed as or received in evidence as an admission, concession, or presumption against the Class Representative or the Class or any of them that any of their claims are without merit or that damages recoverable in the action would not have exceeded the settlement amount.
8. Plaintiffs' Counsel are hereby awarded \$315,000 as attorneys' fees, which sum the Court finds to be fair and reasonable. The award of attorneys' fees shall be allocated among Plaintiffs' Counsel according to an association agreement entered between them. Also, Class Counsel is awarded reimbursement of expenses in the amount of \$18,887.17 which sum the Court also finds to be fair and reasonable. Expenses may be supplemented through the effective termination of this case through a final motion for reimbursement in conjunction with the final report as ordered above.
9. The Court hereby retains exclusive jurisdiction over the parties and the Class Members for all matters relating to this litigation, including the administration, interpretation, effectuation, or enforcement of the Consent Decree and this Final Order of Class Action Settlement.
10. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Consent Decree.
11. This order shall be considered a "final decision" pursuant to 28 U.S.C. § 1291 and F.R.C.P. 54(a) and, as such, ends this case on the merits and leaves nothing for the Court to do but oversee the execution of the terms of the Consent Decree. Therefore, the parties and class members are on notice that any appeals must be filed within 30 days of the date of this order. F.R.C.P. 4(a).

IT IS SO ORDERED.



John T. Nixon  
U.S. District Court Judge