

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL DISTRICT
DUPAGE COUNTY, ILLINOIS

DARRICK YOUNG, JEREMY LAM, and
DAVID RAMIREZ, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

MILITARY ADVANTAGE, INC. d/b/a
MILITARY.COM,

Defendant.

Case No. 2023LA00535

~~PROPOSED~~ FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH PREJUDICE

WHEREAS, a class action is pending before the Court entitled *Young v. Military Advantage, Inc. d/b/a Military.com*, No. 2023LA00535; and

WHEREAS, Plaintiffs Darrick Young, Jeremy Lam, and David Ramirez, and Defendant Military Advantage, Inc. d/b/a Military.com have entered into a Class Action Settlement Agreement, 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 Defendant upon the terms and conditions set forth therein (the "Settlement Agreement"); and

WHEREAS, on July 26, 2023, the Court granted Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, conditionally certifying a Class of "persons who during the Class Period [June 8, 2020 through November 1, 2022] in the United States, (i) were digital subscribers to military.com, (ii) have a Facebook account, and (iii) accessed a video through the military.com website from the same browser where the individual accessed his or her Facebook account"; 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 Service Awards, together with all exhibits thereto, the arguments and authorities presented by the Parties and their counsel at the Final Approval Hearing held on November 9, 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 Judgment shall have the same meaning as ascribed to them in the Parties' Class Action 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. The notice provided to the Settlement Class pursuant to the Settlement Agreement and order granting Preliminary Approval – including (i) direct notice to the Settlement Class via email and U.S. mail, based on the comprehensive subscriber list provided by Defendant, and (ii) the creation of the Settlement Website – 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, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing.
4. Four individuals – listed in Attachment 7 to the October 26, 2023 Declaration of Cameron R. Azari, Esq. on Implementation and Adequacy of Notice Plan – have submitted timely requests for exclusion and are therefore excluded from the Settlement Class.
5. 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 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 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 amount of discovery 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.

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

(1) the strength of the case for the plaintiff 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).

7. 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.

8. Accordingly, the Settlement is hereby finally approved in all respects.

9. 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 Judgment in full and shall have the full force of an Order of this Court.

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

11. Upon the Effective Date of this Final Judgment, Plaintiffs and each and every Settlement Class Member who did not opt out of the Settlement Class (whether or not such members submit claims), including such individuals' respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations ("Releasing Parties") shall be deemed to have released Defendant, as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations ("Released Parties") from any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees, and/or obligations (including "Unknown Claims" as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description

whatsoever, whether based on the VPPA or other state, federal, local, statutory, or common law or any other law, rule or regulation, against Released Parties, or any of them, arising out of any facts, transactions, events, matters occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure, use, interception or transfer of information of or related to the Settlement Class Members through use of the Meta pixel or other, pixels, cookies, tracking or analytics tools, including all claims that were brought or could have been brought in the Action relating to such information belonging to any and all Releasing Parties. Nothing herein is intended to release any claims any governmental agency or governmental actor has against Defendant.

12. Upon the Effective Date of this Final Judgment, 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 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.

13. The Court has also considered Plaintiffs' Motion For Attorneys' Fees, Costs, Expenses, And Service Awards, as well as the supporting memorandum of law and declarations, and adjudges that the payment of attorneys' fees, costs, and expenses in the amount of \$2,450,000 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). Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

14. The Court has also considered Plaintiffs' Motion, memorandum of law, and supporting declarations for service awards to the Class Representatives, Darrick Young, Jeremy Lam, and David Ramirez. *See* ECF No. 56 at 16-14. The Court adjudges that the payment of a service award in the amount of \$2,500 each to Mr. Young and Mr. Lam, and of \$5,000 to Mr. Ramirez 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. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

15. All payments made to Settlement Class Members pursuant to the Settlement Agreement that are not cashed within one hundred and eighty (180) days of issuance shall revert to the Settlement Fund, to be donated as *cy pres* to a non-profit with a mission focused on assistance to active military member or veterans in the United States; or another non-sectarian, not-for-profit organization(s) recommended by the parties and approved by the Court.

16. 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 Judgment and do not limit the rights of Settlement Class Members.

17. Without affecting the finality of this Final Judgment for purposes of appeal, until the Effective Date the Court shall retain jurisdiction over all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement.

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

19. Per the Court's instruction, the Parties represent that settlement administration costs by Epig are approximately, but will not exceed, \$450,000.00.

IT IS SO ORDERED, this 9th day of November, 2023.


The Honorable Jennifer Barron

Gary M. Klinger

Milberg Coleman Bryson Phillips Grossman PLLC

221 W. Monroe Street, Ste. 2100

Chicago, IL 60606

E: gklinger@milberg.com

Philip L. Fraietta

Bursor + Fisher, P.A.

1330 Avenue of the Americas, 3rd Flr

New York, NY 10019

E: pfraietta@bursor.com

Class Counsel

Kristine Argentine

SeyfarthShaw LLP

233 S Wacker Dr. Ste 8000

Chicago IL 60606

E: Kargentine@seyfarm.com

312-460-5332

Counsel for Defendant. 7