

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
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

Candice Adams
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DuPage County
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**MEMORANDUM IN SUPPORT OF PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Dated: October 26, 2023

Respectfully submitted,

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Pursuant to the Court’s July 26, 2023 Preliminary Approval Order, Darrick Young, Jeremy Lam, and David Ramirez (collectively, “Plaintiffs”) respectfully move for final approval of the Class Action Settlement Agreement entered between the Parties to this Action, a true and correct copy of which is attached as **Exhibit 1** (the “Agreement”) to the Declaration of Gary M. Klinger (“Klinger Decl.”) filed herewith.¹ Defendant Military Advantage, Inc. d/b/a Military.com (“Defendant”) does not oppose this Motion.

INTRODUCTION

On July 26, 2023, the Court preliminarily approved the class action settlement between Plaintiffs and Defendant and directed that notice be sent to the Settlement Class. *See* Klinger Decl. ¶ 18; *id.* Ex. 2. The settlement administrator has implemented the Court-approved notice plan and direct notice has reached approximately 89.5% of the identified potential Settlement Class. Declaration of Cameron Azari (“Azari Decl.”) ¶¶ 18, 28, 37. The reaction from the Settlement Class has been overwhelmingly positive. Of the nearly 3.5 million identified potential Settlement Class Members, **zero** have objected, and only four have requested to be excluded. Azari Decl. ¶ 33. The Settlement is an excellent result for the Class and the Court should grant final approval.

The Settlement’s strength speaks for itself: it provides that Defendant shall fund a settlement of up to \$7,350,000 from which every Settlement Class Member who submits a valid and timely Claim Form will receive a cash payment of \$30. Agreement ¶¶ 1.31, 2.3; *see also* Klinger Decl. ¶ 21. The Settlement also provides meaningful prospective relief, as Defendant will suspend operation of the Facebook Tracking Pixel on any pages of its website that include video content for a period of two years from November 1, 2022, which is the date Defendant removed the Pixel. Agreement ¶ 2.8; *see also* Klinger Decl. ¶ 22.

¹ Unless otherwise defined herein, all capitalized terms have the same force, meaning and effect as ascribed in the Definitions section of the Settlement Agreement.

Critically, the value achieved through the Settlement Agreement is guaranteed while chances of prevailing on the merits are far from certain. While Plaintiffs believe they would likely prevail on their claims, they are also aware that Defendant firmly denies all charges of wrongdoing or liability and the material allegations of the Complaint and would have pursued several legal and factual defenses. If Defendant were successful on any one of its defenses, Plaintiffs and the Class Members would risk receiving no recovery whatsoever. *See* Klinger Decl. ¶ 24. Indeed, other Facebook Tracking Pixel-based VPPA cases have failed at the motion to dismiss stage. *See* Klinger Decl. ¶ 25 (citing cases). And similar cases failed later on. *Id.* Furthermore, the Illinois Supreme Court recently ruled damages under Illinois’s Biometric Information Privacy Act (“BIPA”), which is like the VPPA, are “discretionary rather than mandatory” (*Cothron v. White Castle System, Inc.*, 2023 IL 128004 ¶ 42), meaning even a trial victory may not have guaranteed that Settlement Class Members received a monetary payment. *Id.* Taking these realities into account and recognizing the risks involved in any litigation, the relief available to each Settlement Class Member in the Settlement represents a truly excellent result for the Settlement Class, especially since it aligns with or compares favorably to the VPPA settlements and other privacy settlements that came before it.

For these reasons, and as explained further below, the Settlement is fair, reasonable, and adequate, and warrants this Court’s final approval.

FACTUAL AND PROCEDURAL BACKGROUND

This putative class action was filed on May 24, 2023 in the Circuit Court of DuPage County, Illinois, 18th Judicial Circuit. The material allegations of the complaint center on Defendant’s alleged disclosure of its subscribers’ personally identifiable information and personal video viewing information to a third party, namely Meta Platforms, Inc. (“Facebook”), without permission in violation of VPPA.

Prior to filing this action, the Parties engaged in settlement discussions, and in furtherance of settlement, the Parties agreed to participate in a private mediation. *See* Klinger Decl. ¶ 11. To competently assess their relative negotiating positions before the mediation took place, the Parties exchanged informal discovery, including on issues such as the size and scope of the putative class, and certain facts related to the strength of Defendant’s defenses. *Id.* ¶ 12. On April 14, 2023, a mediation took place before Hon. Frank Maas (Ret.), a former United States Magistrate Judge for the Southern District of New York and a neutral mediator at JAMS New York. *Id.* ¶ 13. While the Parties engaged in good faith negotiations, which always were at arm’s length, they failed to reach an agreement that day. *Id.* Shortly after the mediation, Judge Maas made a mediator’s proposal to resolve the Action, and, on May 5, 2023, the Parties accepted that proposal. *Id.* ¶ 14. Thereafter, on May 19, 2023, the Parties reached agreement on all material terms of a class action settlement and executed a term sheet. *Id.* On May 24, 2023, Plaintiffs commenced this action, and over the following weeks, the Parties drafted and executed the Settlement Agreement and related documents, which are submitted herewith. *Id.* ¶ 16.

On July 21, 2023, Plaintiffs filed their Motion for Preliminary Approval of the Class Action Settlement. On July 26, 2023, the Court granted preliminary approval of the class action settlement. Klinger Decl. ¶ 18. A true and correct copy of the Order granting Preliminary Approval of the Class Action Settlement is attached to the Klinger Declaration as **Exhibit 2**.

TERMS OF THE SETTLEMENT

The key terms of the Settlement Agreement (the “Agreement”), attached to the Klinger Declaration as Exhibit 1, are briefly summarized as follows:

I. CLASS DEFINITION

The “Settlement Class” is defined as:

[P]ersons 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.²

Agreement ¶¶ 1.6, 1.7.

II. MONETARY AND PROSPECTIVE RELIEF

Defendant has agreed to fund a settlement of up to \$7,350,000, from which each Settlement Class Member who submits a timely, simple, Claim Form approved by the Settlement Administrator, will receive a \$30 cash payment. Agreement ¶¶ 1.2-1.4, 1.31, 2.1.

In addition, Defendant has agreed to suspend operation of the Facebook Tracking Pixel on any pages on its website that include video content for a period of at least two years from November 1, 2022, which is the date Military.com removed the Pixel. Agreement ¶ 2.8.

III. CY PRES AWARD FROM UNCLAIMED FUNDS

If there are any funds from Settlement Class Members with Approved Claims whose cash benefit checks are uncashed within one hundred eighty (180) days after issuance, the unpaid funds from uncleared checks will not revert to Defendant. Agreement ¶ 2.6. Any unpaid funds remaining after administration of the Settlement Agreement will be donated as *cy pres* to a non-profit with a mission focused on assistance to active military members or veterans in the United States; or another non-sectarian, not-for-profit organization(s) recommended by the parties and approved by the Court. *Id.*

IV. RELEASE

In exchange for the relief described above, Defendant and each of its related and affiliated entities as well as all “Released Parties,” as defined at Agreement ¶ 1.24, will receive a full release

² Excluded from the Class are: (1) any Judge or Magistrate presiding over this Action and members of their families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors or assigns of any such excluded persons. *See* Agreement ¶ 1.29.

of 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. *See id.* ¶¶ 1.23-1.25, 3.1-3.2.

V. NOTICE AND ADMINISTRATION EXPENSES

The cost of sending the Notice set forth in the Agreement and any other notice as required by the Court, as well as all costs of administration of the Settlement will be paid by Defendant. Agreement ¶¶ 1.31, 2.1-2.2.

VI. SERVICE AWARDS AND ATTORNEYS' FEES, COSTS, AND EXPENSES

In recognition of their efforts on behalf of the Settlement Class, Defendant has agreed that Plaintiff David Ramirez may receive \$5,000.00 and Plaintiffs Darrick Young and Jeremy Lam may receive \$2,500.00 each from Defendant, as appropriate compensation for their time and effort serving as Class Representatives and as parties to the Action, subject to Plaintiffs' execution of a general release of claims. Agreement ¶¶ 1.26, 8.4. Defendant has also agreed that an award of reasonable attorneys' fees and payment of costs and expenses to Class Counsel in this Action will

be paid from Defendant, in an amount to be approved by the Court. *Id.* ¶¶ 8.1-8.3. Class Counsel has agreed to petition the Court for attorneys’ fees, costs, and expenses of no more than one-third of the Settlement Fund or \$2,450,000. *Id.*

Class Counsel filed a Motion for Attorneys’ Fees, Costs, Expenses, and Service Awards on September 25, 2023. That Motion is unopposed and there were no objections to it.

CLASS ACTION SETTLEMENT APPROVAL PROCESS

Strong judicial and public policies favor the settlement of complex class action litigation, where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *See Quick v. Shell Oil Co.*, 404 Ill. App. 3d 277, 282 (3rd Dist. 2010); *see also* ALBA CONTE & HERBERT B. NEWBERG, *NEWBERG ON CLASS ACTIONS* § 11.41 (4th ed. 2002) (hereinafter *NEWBERG*).

Courts review proposed class action settlements using a well-established two-step process. *NEWBERG* § 11.25, at 38-39; *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 492 (1st Dist. 1992). The first step is a preliminary, pre-notification hearing to determine whether the proposed settlement is “within the range of possible approval.” *NEWBERG* § 11.25, at 38-39; *Armstrong v. Bd. of Sch. Dirs. of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980), *overruled on other grounds*, *Felzen v. Andreas*, 134 F.3d 873 (7th Cir. 1998). If the Court finds the settlement proposal is “within the range of possible approval,” the case proceeds to the second step in the review process: the final approval hearing. *NEWBERG* § 11.25, at 38-39.

Plaintiffs are presently at the second step of this two-step process.

ARGUMENT

Upon final approval, the Settlement reached in this matter will provide Settlement Class Members with substantial financial compensation and prospective relief that they otherwise likely would have been unable to obtain. Because the Settlement reached by the Parties is fair,

reasonable, and provides adequate compensation to the Settlement Class, and because the Notice Plan effectively notified class members of their rights under the Settlement Agreement, the Settlement warrants final approval by the Court.

I. THE COURT SHOULD CERTIFY THE CLASS FOR PURPOSES OF SETTLEMENT

At preliminary approval, the Court certified, for settlement purposes, a Settlement Class defined as:

[P]ersons 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.

Ex. 2 at ¶ 9. The Court also appointed Gary M. Klinger, Alex Honeycutt, and Alexander Wolf of Milberg, Coleman, Bryson, Phillips, Grossman PLLC and Philip L. Fraietta, Joshua D. Arisohn, and Christopher R. Reilly of Bursor & Fisher, P.A. as Class Counsel, and Darrick Young, Jeremy Lam, and David Ramirez as Class Representatives. *Id.* ¶ 8. Nothing has changed since that time to warrant reconsideration, so the Court should finally certify the Settlement Class.

II. THE SETTLEMENT SHOULD BE FINALLY APPROVED

Section 2-801 provides that a court may approve a proposed class settlement “on a finding that it is fair, reasonable, and adequate.” 735 ILCS 5/2-801; *see also* Fed. R. Civ. P. 23(e)(2).

In assessing the fairness, reasonableness, and adequacy of a proposed class settlement, Illinois courts consider the following factors: “(1) the strength of the case for the plaintiffs 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); *see also Armstrong*, 616 F.2d at 314.

In this case, as the Court has already found in granting preliminary approval of the Settlement, all eight factors weigh in favor of finding the Settlement fair, reasonable, and adequate, warranting its final approval.

A. The Settlement Provides Substantial Relief

As to the first factor, the Settlement in this case provides substantial material benefits to the Settlement Class: each Settlement Class Member will receive a cash payment of \$30 after submitting a timely, simple, Claim Form approved by the Settlement Administrator. Agreement ¶¶ 1.3-1.4, 1.31, 2.3; *id.* Ex. B; *see also* Klinger Decl. ¶ 21. In addition, Defendant will suspend operation of the Facebook Tracking Pixel on any pages of its website that include video content for a period of two years from November 1, 2022, which is the date Defendant removed the Pixel. Agreement ¶ 2.8; *see also* Klinger Decl. ¶ 22.

The value achieved through the Settlement Agreement is guaranteed while chances of prevailing on the merits are far from certain. While Plaintiffs believe they would likely prevail on their claims, they are also aware that the Defendant firmly denies all charges of wrongdoing or liability and the material allegations of the Complaint and intends to pursue several legal and factual defenses. If Defendant was successful on any one of these defenses, Plaintiffs and the Class Members risk receiving no relief whatsoever. Klinger Decl. ¶¶ 24, 27.

Due at least in part to their cutting-edge nature and the rapidly evolving law, privacy cases—including Facebook Pixel cases such as this one—generally face substantial hurdles, even just to make it past the pleading stage. Class certification is another hurdle, which would be hotly contested, for which success is certainly not guaranteed. Klinger Decl. ¶ 25. Moreover, it is likely that a win by either party would result in appeals, which would further increase costs and extend the time until Plaintiffs and Class Members could receive relief. Klinger Decl. ¶¶ 5, 26. “If the

Court approves the [Settlement], the present lawsuit will come to an end and [Class Members] will realize both immediate and future benefits as a result.” *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011). “Settlement allows the class to avoid the inherent risk, complexity, time and cost associated with continued litigation,” and approval would allow the class to receive meaningful and valuable payments now, instead of years from now or never. *Id.* at 582, 586 (internal citations omitted).

Taking these realities into account and recognizing the risks involved in any litigation, the tangible, immediate relief available to each Class Member represents a truly excellent result for the Class, as this Settlement aligns with or compares favorably to the VPPA settlements and other privacy settlements that came before it. *See, e.g., Lane v. Facebook, Inc.*, 2010 WL 9013059 (N.D. Cal. Mar. 17, 2010), *aff’d* 696 F.3d 811 (9th Cir. 2012) (approving settlement in VPPA case that only provided *cy pres* relief with no monetary relief to Settlement Class Members); *In re: Vizio, Inc., Consumer Privacy Litig.*, 2019 WL 12966638, at *4 (C.D. Cal. July 31, 2019) (approving settlement in VPPA case that provided each claimant with an estimated \$16.50); *In re Google LLC Street View Elec. Commc’ns Litig.*, 2020 WL 1288377, at *11-14 (N.D. Cal. Mar. 18, 2020) (approving, over objections of class members and state attorney general, a settlement providing only *cy pres* relief for violations of Electronic Communications Privacy Act); *Adkins v. Facebook, Inc.*, No. 18-cv-05982-WHA, dks. 350, 369 (N.D. Cal. May 6, 2021) (approving settlement for injunctive relief only, in class action arising out of Facebook data breach); *T.K. Through Leshore v. Bytedance Tech. Co.*, 2022 WL 888943, at *14 (N.D. Ill. Mar. 25, 2022) (explaining that “the recovery here of \$0.08 per class member, or \$3.06 per claimant ... resembles recovery obtained by plaintiffs in similar class action litigations arising from the unauthorized collection or exposure of personal information[.]” under the VPPA and other privacy statutes).

Thus, this result is exceptional in comparison to other VPPA—and is certainly fair,

reasonable, and adequate and warrants Court approval.

B. Defendant's Ability To Pay

The second factor that can be considered by courts is the Defendant's ability to pay the settlement sum. Defendant's financial standing has not been placed at issue here.

C. Continued Litigation Is Likely To Be Complex, Lengthy, And Expensive

The third factor asks whether the settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation. *See Korshak*, 206 Ill. App. 3d at 972. In absence of settlement, it is certain that the expense, duration, and complexity of the protracted litigation that would result would be substantial. Klinger Decl. ¶ 27. The Parties would have to undergo significant motion practice before any trial on the merits is even contemplated. Further, given the complexity of the issues and the amount in controversy, the defeated party would likely appeal both any decision on the merits as well as on class certification. As such, the immediate and considerable relief provided to the Settlement Class under the Settlement Agreement weighs heavily in favor of its approval compared to the inherent risk and delay of a long and drawn-out litigation, trial, and appeal. Protracted and expensive litigation is not in the interest of any of the Parties or Settlement Class Members.

D. There Has Been No Opposition To The Settlement

The fourth and sixth factors consider the amount of opposition to the Settlement and the reaction of the Settlement Class to the Settlement. *See Korshak*, 206 Ill. App. 3d at 972.

Following the implementation of the Notice plan set forth in the Settlement Agreement, the Settlement Class's reaction to the Settlement has been overwhelmingly favorable. In accordance with the Notice plan, the Settlement Administrator successfully provided direct notice to approximately 89.5% of the identified potential Settlement Class. *See Azari Decl.* ¶ 28. Moreover, *zero* Settlement Class Members objected to the Settlement, only four have requested to

be excluded from the Settlement, and the Settlement Administrator has received over 140,000 Claim Forms. *Id.* ¶¶ 33-35.³ Accordingly, the fourth and sixth factors weigh in favor of granting final approval. *See, e.g., Young v. City of Chicago*, 2013 WL 9947387, at *2 (N.D. Ill. Dec. 16, 2013) (“[T]he absence of any objections to the Settlement by Settlement Class Members supports approval of the Settlement.”).

E. The Settlement Was The Result Of Arm’s-Length Negotiations Between The Parties After A Significant Exchange Of Information

The fifth factor considers the presence of any collusion by the Parties in reaching the proposed settlement. *Korshak*, 206 Ill. App. 3d at 972. There is an initial presumption that a proposed settlement is fair and reasonable when it is the result of arm’s-length negotiations. NEWBERG § 11.42; *see also Sabon, Inc.*, 2016 IL App (2d) 150236, ¶ 21 (finding no collusion where there was “no evidence that the proposed settlement was not the product of ‘good faith, arm’s-length negotiations’”). Here, the Settlement was reached only after arm’s-length negotiations between counsel for the Parties. Klinger Decl. ¶¶ 9, 13-17, 28. Moreover, negotiations began only after an exchange of information regarding the size and composition of the Settlement Class in preparation for the mediation. *Id.* ¶ 12. The mediation took place on April 14, 2023, and lasted the entire day. *Id.* ¶ 13. At all times, the negotiations were highly adversarial, non-collusive, and conducted at arm’s length and in good faith. *Id.* While the Parties engaged in good faith negotiations, they failed to reach an agreement that day. *Id.* Shortly after the mediation, Judge Maas made a mediator’s proposal to resolve the Action, and, on May 5, 2023, the Parties

³ It is important to note that although the notice list included 3,482,438 unique, identified *potential* Settlement Class Members (i.e., digital subscribers to Military.com during the class period) the Settlement Class is likely significantly smaller. That is because in order to be a Settlement Class Member, in addition to having a digital subscription to Military.com, one must: (1) have or had a Facebook account; and (2) accessed a video through the military.com website from the same browser where the individual accessed his or her Facebook account. For the claims that have been submitted, “Epiq is in the process of conducting a complete review and audit” Azari Decl. ¶ 35.

accepted that proposal. *Id.* ¶ 14. Thereafter, on May 19, 2023, the Parties reached agreement on all material terms of a class action settlement and executed a term sheet. Klinger Decl. ¶ 14. Such an involved process underscores the non-collusive nature of the proposed Settlement. Finally, given the fair result for the Settlement Class in terms of the monetary and prospective relief, this Settlement was reached because of good-faith negotiations rather than any collusion between the Parties. Accordingly, this factor weighs in favor of final approval.

F. The Settlement Agreement Has Support Of Experienced Class Counsel

The seventh factor is the opinion of competent counsel as to the fairness, reasonableness, and adequacy of the proposed settlement. *See Korshak*, 206 Ill. App. 3d at 972. Courts rely on affidavits in assessing proposed class counsel’s qualifications under this factor. *Id.* Here, Class Counsel regularly litigates major class actions, has extensive experience in class action lawsuits, and leads data privacy class actions on behalf of aggrieved consumers in Illinois state court, and across the country. Klinger Decl. ¶¶ 3-5. Class Counsel believes that the Settlement is in the best interest of the Settlement Class Members because the Settlement Class Members will be provided an immediate payment instead of having to wait for lengthy litigation and any subsequent appeals to run their course. *Id.* ¶¶ 6, 23-24, 29. Further, due to the defenses that Defendant would raise should the case proceed through litigation—and the resources that Defendant has committed to defend and litigate this matter—it is possible that the Settlement Class Members would receive no benefit whatsoever in the absence of this Settlement. *Id.* ¶¶ 24, 27. Given the proposed Class Counsel’s extensive experience, this factor also weighs in favor of granting final approval. *See id.* ¶¶ 3-5; *see also GMAC*, 236 Ill. App. 3d at 497 (finding that the court should give weight to the fact that class counsel supports the class settlement considering its experience prosecuting similar cases).

G. The Parties Exchanged Information Sufficient To Assess The Adequacy Of The Settlement

The eighth factor is structured to permit the Court to consider the extent to which the court and counsel were able to evaluate the merits of the case and assess the reasonableness of the settlement. *Korshak*, 206 Ill. App. 3d at 972. Here, as part of the mediation, and to competently assess their relative negotiating positions, the Parties exchanged informal discovery, including on issues such as the size and scope of the putative class, and certain facts related to the strength of Defendant's defenses. *See* Klinger Decl. ¶ 12. Given that the information exchanged was similar to the information that would have been provided in formal discovery related to the issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses as well as the risks of continued litigation. *Id.* Thus, despite the early stage of litigation, the Parties engaged in an exchange of information through a lengthy mediation process as well as significant exchanges of information, and Plaintiffs' Counsel thoroughly investigated the facts and law relating to the allegations and defenses in the lawsuit, which allowed Plaintiffs to assess the strengths and weaknesses of the case. *Id.* Accordingly, this factor also weighs in favor of final approval.

CONCLUSION

For the reasons stated above, Plaintiffs respectfully request that the Court enter an Order granting final approval of the Settlement. A proposed Final Order and Judgment is submitted herewith.

Dated: October 26, 2023

Respectfully submitted,

s/ Gary M. Klinger
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