

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

EDWARD PARONE and MELISSA SODARO)
individually and on behalf of similarly situated,)
individuals,)

Plaintiffs,)

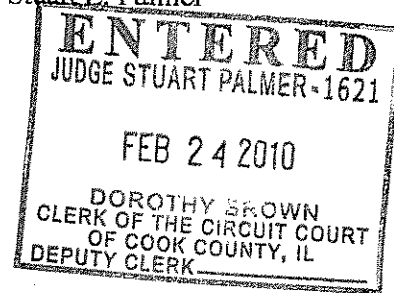
v.)

M-QUBE, INC., a Delaware corporation)
NEXTEL PARTNERS OPERATING,)
CORPORATION, a Delaware corporation SPRINT)
SPECTRUM LP, a Delaware limited partnership)
NEXTEL WEST CORPORATION, a)
Delaware corporation,)

Defendants.)

No. 08 CH 15834

Hon. Stuart E. Palmer



FINAL ORDER AND JUDGMENT

This matter coming to be heard on Plaintiffs' Motion for Final Approval of Class Action Settlement and Approval of Attorneys' Fees and Incentive Awards, due and adequate notice having been given to the Settlement Class¹ as required by this Court's November 3, 2009 Order, and the Court have considered the briefing, all validly filed and pending objections, and the proceeding before it, and otherwise being fully advised in the premises, IT IS HEREBY ORDERED, ADJUGED, AND DECREED as follows:

1. This Court has jurisdiction over the subject matter of this Action and over all parties to the Action, including all members of the Settlement Class and Defendant m-Qube, Inc.
2. On November 3, 2009, this Court preliminarily approved the Agreement and certified the Settlement Class consisting of:

All current and former Wireless Subscribers in the United States and its territories who, any time from the date m-Qube started doing business until November

¹ Capitalized terms not otherwise defined in this order shall have the same meaning as ascribed in the Stipulation of Class Action Settlement filed on October 28, 2009.

13,2009 were billed for Mobile Content associated with m-Qube that was not authorized.

The following Persons were excluded from the definition of the Settlement Class:

The Defendant, Wireless Carriers, the Claims Administrator, and any respective parent, subsidiary, affiliate or control person of the Defendant, as well as the officers, directors, agents, servants, or employees of the Defendant, any judge presiding over this case or over any of the actions which compromise the Action and/or Related Actions, and the immediate family members of any such Person(s).

3. The Court hereby confirms and grants final certification to the Settlement Class as defined above and finds that the requirements of Section 2-801 of the Illinois Code of Civil Procedure for maintenance of this action as a class action have been satisfied in all respects.

4. The Settlement Class Notice was disseminated to the Settlement Class under the terms of the Agreement via electronic mail to over 145,000 persons as contained in Defendant's records, by website publication, by press release, targeted internet advertising, and through newspaper and magazine publication throughout the United States.

5. On December 15, 2009, the Court-approved Settlement Class Notice was published in *the Chicago Sun Times*, *the Miami Herald*, *the New York Daily News*, *the Los Angeles Times*, *the Philadelphia Inquirer*, *the Dallas Morning News*, *the Houston Chronicle*, *the Fort Worth Star Telegram*, *the Washington Post*, *the Atlanta Journal-Constitution*, *the Boston Globe*, and *USA TODAY*, and also appeared in the December 24, 2009 edition of *Rolling Stone Magazine*.

6. In accordance with the Court's Preliminary Approval Order of November 3, 2009, the Court-approved Settlement Class Notice was posted on the settlement website at www.mQubeSettlement.com. The website was launched on November 13, 2009 and will remain active beyond the Claims Deadline.

7. The Settlement Class Notice fully informed Settlement Class members of the pendency of this Action, the terms of the Agreement, their rights with respect to the Agreement, including the right to object to the Settlement or the application for an award of attorneys' fees and reimbursement of expenses and incentive awards or to exclude themselves from the Settlement Class.

8. The forms of Settlement Class Notice collectively met the statutory requirements of notice under the circumstances, including the individual notice to all members of the Settlement Class as contained in Defendant m-Qube's records and who could be identified through reasonable effort due to the nature of the Action, and fully satisfied 735 ILCS 5/2-803 and the requirements of Due Process.

9. The Action and each Settled Claim contained therein, are DISMISSED WITH PREJUDICE as to each Releasing Party, and as against each Released Party. The Parties are to bear their own costs, except as otherwise provided in the Agreement.

10. The Court finds that the Agreement is fair, just, reasonable, and adequate as to each member of the Class. *See Steinberg v. System Software Associates, Inc.*, 306 Ill.App.3d 157, 713 N.E.2d 709 (1st Dist. 1999). Specifically, the complex legal and factual posture of this case, the discovery conducted, and the fact that the settlement was the result of arms-length negotiations supervised by a respected neutral, support this finding. The Court notes that one objection to the settlement was filed and then voluntarily withdrawn, that no other objections were filed and no objections are pending and that no person has sought to be excluded from the Agreement. Accordingly, the Agreement is hereby finally approved in all respects, and the parties are hereby directed to perform its terms.

11. The Plaintiffs in the Action and the Related Actions, on behalf of themselves and

the Settlement Class, are deemed to have, and by operation of the Judgment shall have, absolutely and unconditionally released each Released Party from each and every Settled Claim.

12. All members of the Settlement Class are hereby forever barred and enjoined from prosecuting each and every Settled Claim against each Released Party.

13. m-Qube is deemed to have, and by operation of the Judgment have, absolutely and unconditionally released and forever discharged the Plaintiffs, the Settlement Class and Class Counsel from any and all claims relating to, or in connection with the institution or prosecution of the Action or the settlement of any Settled Claim.

14. Class Counsel is hereby awarded attorneys fees and reimbursement expenses in the amount of \$ 2,400,000.00, which the Court finds to be fair and reasonable. The attorneys' fees and expenses so awarded shall be paid by the Defendant pursuant to the terms of the Agreement. All fees paid to Class Counsel shall be paid pursuant to the timing requirements described in the Agreement.

15. The Class Representatives and those named Plaintiffs in Related Actions listed on Addendum A hereto are to share in an incentive award of \$ 20,000.00 as appropriate compensation for their time and efforts serving the interests of the Settlement Class. The incentive award shall be paid by m-Qube pursuant to the timing requirements described in the Agreement.

16. Pursuant to the Agreement and the Court's Order of February 10, 2010, all payments made to the Settlement Class from the Claims Administrator that are not cashed within ninety (90) days of issuance shall be divided evenly and one half of the total directed to to each of Cabrini Green Legal Aid and Chicago Volunteer Legal Services, as appropriate *cy pres* recipients pursuant to 735 ILCS 5/2-807. Class Counsel shall match all funds directed to each

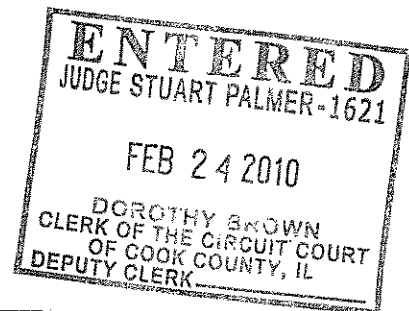
organization as a result of the Agreement.

17. In making the award of attorneys' fees and the incentive awards to the Plaintiffs in the instant Action and the Related Actions the Court has considered and found that:

- (a) The Agreement achieved as a result of the efforts of Class Counsel has resulted in substantial monetary relief for the benefit of the Settlement Class and service improvements designed to benefit Settlement Class members and others moving forward;
- (b) Class Counsel have conducted the litigation and achieved the Agreement with skill, perseverance and diligent advocacy;
- (c) The Action and Related Actions involve complex factual and legal issues and, in the absence of a settlement, would involve further lengthy proceedings with uncertain resolution of the issues;
- (d) Had Class Counsel not achieved the Agreement, there would remain a significant risk that the Plaintiffs and the Settlement Class may have recovered less from the Defendant;
- (e) The amount of attorneys' fees awarded are consistent with awards in similar cases; and
- (f) The Class Representatives and named plaintiffs in the Related Actions rendered valuable service to the Settlement Class. Without their participation, there would have been no case or settlement.

18. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over the Action for the purpose of construing, enforcing and administering the Agreement and its terms.

ENTERED:



Judge Stuart E. Palmer