

issues of this case and was reached with the assistance of a neutral mediator; (c) all Class Members are treated fairly under the Agreement; and (d) the Agreement is sufficient to warrant notice thereof to members of the Class and the Fairness Hearing described below. Accordingly, the Plaintiff's Motion for Preliminary Approval is Granted for the reasons articulated in the Plaintiffs' brief.

2. The Court hereby confirms and grants certification to the Settlement Class as defined below and preliminarily 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 and for the reasons set forth in Plaintiff's Motion for Preliminary Approval of Class Action Settlement. The Settlement Class is defined as follows:

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 the Notice Date, 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. Jay Edelson, Myles McGuire, Ryan D. Andrews, and Rafey S. Balabanian of KamberEdelson LLC are appointed Class Counsel.

4. Edward Parone and Melissa Sodaro are appointed as Class Representatives.

5. The firm of Rosenthal & Company is hereby appointed as Claims Administrator for the Agreement and shall perform all of the duties of the Claims Administrator as set forth in the Agreement and in this Order.

6. The form and methods of proposed notice set forth in the Agreement are

adequate, proper, and comport with Due Process. The Court finds that the content of the long form “web” notice and summary form notices and the manner of their dissemination described below are the best practicable notice under the circumstances and are reasonably calculated to apprise the Settlement Class members of the pendency of this action, the terms of the Agreement, and their right to object to the Settlement or exclude themselves from the Settlement Class.

7. The Settlement Class Notice as described in the Agreement shall be disseminated according the following schedule:

- a. Internet Publication Notice shall be erected within 10 days of this Order;
- b. The Press Release may be issued as soon as practicable in accordance with the terms of the Agreement;
- c. m-Qube shall provide the Claims Administrator with all electronic or U.S. Mail addresses for any potential class member as contained in its active records and/or active databases within 30 days of this Order. The claims administrator shall commence mail or email direct notice substantially in the form attached as Exhibit 2 to the Agreement within 45 days of this Order;
- d. The Publication Notice shall be commenced within 45 days of this Order and shall consist of one-day 1/8th page ad space in the Miami Herald, the New York Daily News, the Los Angeles Times, the Chicago Sun 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, USA TODAY, and a 1/4 page ad in Rolling Stone Magazine; and
- e. The Targeted Internet Advertising promoting the Internet Publication

Notice shall begin as soon as practicable following the erection of the Settlement website.

8. Any Person may opt out of the Settlement Class at any time during the Opt-Out Period, as will be outlined in the Court-approved Settlement Class Notice. Opt-outs must be postmarked or filed with the Claims Administrator by February 3, 2010. In order to exercise the right to opt out, the Person seeking to opt-out must complete and return a Request For Exclusion to the Claims Administrator during the Opt-Out Period. Except for those Persons who have properly opted out, all Settlement Class Members will be bound by this Agreement and the Judgment to be entered following final approval of this Agreement. Any Person who elects to opt out of the Settlement Class shall not (i) be bound by any orders or Judgment entered in this Action; (ii) be entitled to relief under this Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The Request For Exclusion must be personally signed by the Person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed.

9. Any Settlement Class Member who has not timely submitted a written request for exclusion from the Settlement Class, and thus is a Settlement Class Member, may object to the fairness, reasonableness or adequacy of the Agreement, the Incentive Award, or the Fee Award, or any of them. Settlement Class members may do so either on their own or through counsel hired at their expense. Any Settlement Class Member who wishes to object to the Agreement must file an objection with this Court on or before February 3, 2010. The objection must contain the following: (i) a notice of the objector's intention to appear at the Fairness Hearing, if the objector so intends; (ii) the name and address of the objector and the objector's counsel (if the objector intends to appear through counsel); (iii) a statement of the basis for each objection asserted; (iv) documentary proof that the objector is a Settlement Class

Member; (v) any legal authorities that the objector wishes the Court to consider; (vi) a list of documents and things the objector wishes the Court to consider; (vii) a list of documents and things the objector may offer as evidence or exhibits; and (viii) the names and addresses of any witnesses the objector may call to testify and a summary of each such witness's expected testimony. On or before that same date, any such objecting Settlement Class Members shall serve a copy of such papers by first-class mail on each of the following counsel:

Jay Edelson
KamberEdelson LLC
350 North LaSalle, Suite 1300
Chicago, IL 60654

and

James L. Cooper
Arnold & Porter LLP
555 Twelfth Street
Washington, DC 20004-1206

10. Papers in support of final approval of the Agreement, Incentive Awards, and the Fee Award, along with the response to any objections shall be filed with the Court on or before

February 17, 2010.

11. A Fairness Hearing is set this matter on February 24, 2010 at 2:00
P.m. in Room 2305.

12. Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval of the Court, minor changes to the form or content of the Notices, and other exhibits that they jointly agree are reasonable or necessary.

ENTERED:

Judge Stuart E. Palmer

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