

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

JONATHAN NORTON and KENNETH J. FLEISCHER, individually, and on behalf of all others similarly situated,)	
)	
)	
)	
Plaintiffs,)	No. 2017 CH 10281
)	
v.)	
)	
NIANTIC, INC., a Delaware corporation,)	
)	
Defendant.)	

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

The Court, having considered the Motion for Final Approval of Class Action Settlement (the “Motion for Final Approval”) in the above-captioned matter (the “Action”) between Plaintiffs Kenneth J. Fleischer (“Class Representative”) and Jonathan Norton (collectively, “Plaintiffs”) and Defendant Niantic, Inc. (“Niantic” or “Defendant”), pursuant to the Parties’ Class Action Settlement Agreement (the “Settlement Agreement” or “Settlement”), and having duly considered the papers and arguments of counsel, Plaintiffs’ Motion is hereby GRANTED and it is hereby ORDERED, ADJUDGED, and DECREED THAT:

1. Unless defined herein, all capitalized terms in this Order shall have the respective meanings ascribed to them in the 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. On March 30, 2018, this Court preliminarily approved the Settlement and certified, for settlement purposes, the Settlement Class consisting of:

All persons who had a valid ticket for and attended the Pokémon GO Fest in Chicago, Illinois on July 22, 2017.

The Settlement Class does not include Niantic, Inc., and its respective officers, directors, and employees, board members, affiliated, related companies, or any entity that has a controlling interest in Niantic, Inc., and all of its respective employees, agents, board members, affiliates, legal representatives, heirs, successors, or assigns, Class Counsel and their immediate family members, and the judge to whom this case is assigned and the judge's immediate family. The Settlement Class also does not include any persons who purchased a ticket to the Pokémon GO Fest but did not attend the event.

4. This Court now affirms certification of the Settlement Class and gives final approval to the Settlement and finds that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The reasonable relief offered by the Settlement, the relative strengths and weaknesses of the claims, and the fact that the Settlement Agreement is the result of arm's-length negotiations and there is no evidence of any collusion between the Parties, support this finding. 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, considering the facts and circumstances of the claims and defenses asserted in the Action, and the potential risks and likelihood of success of alternatively pursuing trial on the merits.

5. The Class Representative and Class Counsel adequately and competently represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement. The preliminary appointment of Thomas A. Zimmerman, Jr., Sharon A. Harris, Matthew C. De Re, and Nickolas J. Hagman of the law firm of Zimmerman Law Offices, P.C. as Class Counsel is hereby confirmed.

6. Accordingly, the Settlement Agreement is hereby finally approved in all respects, and the Parties are hereby directed to perform its terms. Niantic is ordered to comply with the Settlement Agreement regarding the payment of the balance of the Settlement Amount to the Settlement Administrator. Further, the Settlement Administrator shall pay from the Settlement Amount the Attorneys' Fee and Expense Award for Class Counsel's attorneys' fees, costs, and expenses, and the Service Award to the Class Representative, pursuant to and in the manner provided by the terms of the Settlement Agreement. From the Net Settlement Amount, the Settlement Administrator shall pay all valid claims of claiming Settlement Class Members according to the terms of the Settlement Agreement.

7. Other than as set forth in the Settlement Agreement, the Parties shall bear their own costs and attorneys' fees.

8. Notice to the Settlement Class has been provided in accordance with the Court's Preliminary Approval Order, and the substance of and dissemination program for the Notice, which included direct notice to Settlement Class Members by Electronic-Mail and Push Notification to Settlement Class Members, and through the establishment of a Settlement Website that contained, *inter alia*, the Detailed Notice, fully complied with due process and constituted the best notice practicable under the circumstances.

9. Subject to the terms and conditions of the Settlement Agreement, this Court hereby dismisses the Action on the merits and with prejudice.

10. This judgment has been entered without any admission by Defendant of liability or as to the merits of any of the allegations in the Class Action Lawsuit.

11. The Parties and Settlement Class Members who have not timely excluded themselves are bound by the terms and conditions of the Settlement Agreement. Upon the

Effective Date of the Settlement, Plaintiffs and each and every Settlement Class Member who has not timely excluded him/herself shall be deemed to have released, acquitted, and forever discharged Defendant and each of the Defendants' Released Parties from any and all Plaintiffs' Released Claims, as set forth in the Settlement Agreement. The persons identified in Exhibit A, attached hereto, have submitted timely and valid requests for exclusion from the Settlement Class, and shall neither share in the distribution of any settlement fund nor receive any benefits of the terms of this Settlement, and shall not be bound by this Order or the terms of this Settlement.

12. Upon the Effective Date, the above release of claims and the Settlement Agreement will be binding on, and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Defendant, Plaintiffs and all other Settlement Class Members who have not timely excluded themselves, Releasing Parties, and their heirs, executors, and administrators, successors, and assigns that involve the Released Claims. All Settlement Class Members who have not been properly excluded from the Settlement Class shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Plaintiffs' Released Claim(s) against any of the Defendants' Released Parties in any court, arbitration, tribunal, forum or proceeding.

13. The Court awards to Class Counsel \$525,000 in attorneys' fees, and \$1,945.09 in reimbursable expenses, which shall include all attorneys' fees and reimbursable expenses associated with this Action, with the Court finding that these fees and expenses are fair and reasonable.

14. The Court awards \$5,000 to the Class Representative Kenneth Fleischer and \$5,000 to Plaintiff Jonathan Norton for their time and effort serving the Class in this Action.

Payment of the service awards shall be made in the manner set forth in the Settlement Agreement. The Court finds that these service awards are fair and reasonable.

15. Without affecting the finality of this judgment, the Court retains exclusive jurisdiction of the Settlement, including without limitation, issues concerning its administration and consummation. The Court also retains exclusive jurisdiction over the Parties to this Agreement, including Defendant and all Settlement Class Members, regarding the Settlement Agreement and this Final Judgment Order. Defendant, Plaintiffs, and each and every Settlement Class Member is hereby deemed to have submitted irrevocably to the exclusive jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of or relating to the Released Claims, this Order, and the Agreement, including, but not limited to, the effect of the Released Claims, the Settlement Agreement, or this Order. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration, or other proceeding by a Settlement Class Member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action, or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action, or proceeding, to the fullest extent possible under applicable law, the Parties hereto and all Settlement Class Members are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

16. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the Settlement Agreement, and this Order,

are not and shall not in any event be construed as, offered in evidence as, received in evidence as, and/or deemed to be evidence of a presumption, concession, or an admission of any kind by any of the Parties of (i) the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in the Action, any other litigation, court of law or equity, proceeding, arbitration, tribunal, investigation, government action, administrative proceeding, or other forum, or (ii) any liability, responsibility, fault, wrongdoing, or otherwise of the Parties. Defendant has denied and continues to deny the claims asserted by Plaintiffs. Nothing contained herein shall be construed to prevent a Party from offering the Agreement into evidence for the purposes of enforcement of the Agreement.

17. The certification of the Settlement Class shall be binding only with respect to the settlement of the Action. In the event that the Settlement Agreement is terminated pursuant to its terms or the Court's approval of the Settlement is reversed, vacated, or modified in any material respect by this or any other court, the certification of the Settlement Class shall be deemed vacated, the Action shall proceed as if the Settlement Class had never been certified (including Defendant's right to oppose any subsequent motion for class certification), and no reference to the Settlement Class, the Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

18. Any money remaining in the Net Settlement Amount after all payments are made shall be divided into two equal portions and distributed as *cy pres* awards to the following organizations, pursuant to 735 ILCS 5/2-807: (1) the Illinois Bar Foundation, and (2) Chicago Run non-profit organization. In no event will money revert back to Defendant.

19. Based upon the Court's finding that there is no just reason to delay enforcement or appeal of this Order notwithstanding the Court's retention of jurisdiction to oversee

implementation and enforcement of the Settlement Agreement, the Court directs the Clerk to enter final judgment.

SO ORDERED.

Judge Anna Helen Demacopoulos

SEP 06 2018

Dated: _____

Circuit Court - 2002

Hon. Anna H. Demacopoulos

EXHIBIT A

The following 19 individuals submitted timely and valid requests for exclusion from the

Settlement Class:

1. Jeffrey Barritt
2. Dora Becker
3. Jamila Cabahug
4. Emily Dent
5. Reagan Ginther
6. Maxine Hall
7. Rebekah E. Hall
8. Jericho Handy
9. Michael Handy
10. Rhonda Handy
11. Stephanie Johnson
12. Corynn Kuchta
13. Milos Markovic
14. Jason McCarthy
15. Dylan Norris
16. Jocelyn Ocampo
17. Robert Siegfried, II
18. John-Michael Villeneuve
19. Rebecca Walsh