

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PAUL LUKIS ET AL.

Plaintiff

-VS-

ONEPLUS USA CORP

Defendant

2023LA000573
CASE NUMBER

FILED

24 Feb 21 AM 10: 59



CLERK OF THE
18TH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

ORDER

FINAL ORDER AND JUDGMENT

WHEREAS, a class action is pending before the Court entitled *Wade, et al v. OnePlus USA Corp.*, Case No. 2023LA000573 (the "Action"); and

WHEREAS, Plaintiffs Eric Wade, Kristopher Pacheco, Paul Lukis, Quinn Haine, and Marlon Siguenza (collectively, "Plaintiffs"), and Defendant OnePlus USA Corp. ("OnePlus" or Defendants; together with Plaintiffs, the "Parties") have entered into a Class Action Settlement Agreement and Release, 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 August 10, 2023, this Court granted Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), conditionally certifying a Settlement Class, pursuant to 735 ILCS 5/2-801, consisting of:

- i. **Settlement Subclass 1:** all individuals who purchased a OnePlus 9 or OnePlus 9 Pro smartphone device in the United States between March 23, 2021, and July 6, 2021, and
- ii. **Settlement Subclass 2:** all individuals who purchased a OnePlus 9 or OnePlus 9 Pro smartphone device in the United States between July 7, 2021, and January 23, 2022

(collectively, "the "Settlement Class"); and

WHEREAS, the Court has considered the Settlement Agreement, as well as Plaintiffs' Unopposed Motion and Memorandum in Support of Final Approval Order, Plaintiffs' Motion for Approval of Class Counsel Attorneys' Fees and Costs Award, together with all exhibits thereto, the arguments and authorities presented by the Parties and their counsel at the Final Approval Hearing, and the record in the Action, and good cause appearing;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:


1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of the Action and over all Parties, including all Settlement Class Members.
3. The Preliminary Approval Order approved the form and manner set forth in the Settlement Agreement by which Plaintiffs would provide the Settlement Class with Notice of the Settlement Agreement, the Final Approval Hearing, and related matters, including: (1) direct notice via mail to all Settlement Class Members known to Defendant; (2) notice by publication through a media campaign that the parties, in conjunction with, the Settlement Administrator, deem appropriate; and (3) a Settlement Website and toll free telephone helpline maintained by the Settlement Administrator. Consistent with the Preliminary Approval Order, the Notice provided to the Settlement Class 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, the consequences of participating in the Settlement, and their right to appear at the Final Approval Hearing.
4. 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 constitute 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 the Settlement Class Members 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) potential affirmative defenses of Defendant 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 arm's-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.
5. 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).

6. The Court finds that the Settlement 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.
7. Accordingly, the Settlement Agreement is hereby finally approved in all respects.
8. The Settlement Class provisionally certified by the Court in the Preliminary Approval Order is hereby certified as a class pursuant to 735 ILCS 5/2-801.
9. The Settlement Class Representatives provisionally appointed by the Court in the Preliminary Approval Order are hereby appointed as Settlement Class Representatives.
10. The firms Milberg Coleman Bryson Phillips Grossman, PLLC and Bursor & Fisher, P.A., provisionally appointed by the Court in the Preliminary Approval Order, are hereby appointed as Class Counsel.
11. 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.
12. This Court hereby dismisses the Action, as identified in the Settlement Agreement, on the merits and with prejudice.

13. 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, including the Releasing Parties, shall be deemed to have released Defendant, as well as the Released Parties from the Released Claims, including any and all Claims (including but not limited to any and all Claims in the Action) that any Releasing Party, Settlement Class Representative, or any Settlement Class Member ever had, now has or may have in the future, whether asserted by such Releasing Party, Settlement Class Representative or Settlement Class Member, or asserted on their behalf by a third party (including, without limitation, Claims brought on behalf of the general public of the United States or of a particular state, district or territory therein), related to or arising from the Action, the allegations therein, or the settlement thereof. This release includes a release of unknown claims under California Civil Code Section 1542 or any similar statute.
14. 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 Plaintiffs 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.
15. The Court has also considered Plaintiffs' Unopposed Motion for Settlement Class Counsel Attorneys' Fees and Costs Award, as well as the supporting memorandum and declaration, and adjudges that the payment of attorneys' fees, costs, and expenses in the amount of \$448,160 to the firms Milberg Coleman Bryson Phillips Grossman, PLLC and Bursor & Fisher, P.A., 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.
16. The Court has also considered Plaintiffs' Motion, memorandum of law, and supporting declarations for Settlement Class Representative Service Award, Eric Wade, Kristopher Pacheco, Paul Lukis, Quinn Haine and Marlon Siguenza. The Court adjudges that the payment of Settlement Class Representative Service Awards in the amount of \$5,000 to each Settlement Class Representative 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 payments shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.
17. Except as otherwise set forth in this Order, the Parties shall bear their own costs and attorneys' fees.
18. 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.
19. 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.
20. 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.

Submitted by: GARY M. KLINGER
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Entered:  File Date: 02/21/2024
 JUDGE ANGELO J KAPPAS
 Validation ID : DP-02212024-1059-20148
 Date: 02/21/2024

ORDER

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