

Minute Order Form (06/97)

United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	Arlander Keys	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	97 C 565	DATE	7/20/2000
CASE TITLE	Falk vs. Theta Group, LLC		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

MOTION:

DOCKET ENTRY:

- (1)  Filed motion of [ use listing in "Motion" box above.]
- (2)  Brief in support of motion due \_\_\_\_\_.
- (3)  Answer brief to motion due \_\_\_\_\_. Reply to answer brief due \_\_\_\_\_.
- (4)  Ruling/Hearing on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (5)  Status hearing[held/continued to] [set for/re-set for] on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (6)  Pretrial conference[held/continued to] [set for/re-set for] on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (7)  Trial[set for/re-set for] on \_\_\_\_\_ at \_\_\_\_\_.
- (8)  [Bench/Jury trial] [Hearing] held/continued to \_\_\_\_\_ at \_\_\_\_\_.
- (9)  This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to]
  - FRCP4(m)  General Rule 21  FRCP41(a)(1)  FRCP41(a)(2).
- (10)  [Other docket entry] Fairness hearing held. No objections were filed. This action shall be certified as a class action for settlement purposes. The partial settlement described in the Settlement Agreement is fair, reasonable and adequate. This Court shall retain jurisdiction to enforce the terms of the settlement agreement. Case dismissed. Enter Final Order and Judgment Approving Partial Class Action Settlement. *AK*
- (11)  [For further detail see order attached to the original minute order.]

<input type="checkbox"/> No notices required, advised in open court. <input type="checkbox"/> No notices required. <input type="checkbox"/> Notices mailed by judge's staff. <input type="checkbox"/> Notified counsel by telephone. <input checked="" type="checkbox"/> Docketing to mail notices. <input type="checkbox"/> Mail AO 450 form. <input type="checkbox"/> Copy to judge/magistrate judge.	courtroom deputy's initials <i>VKD</i>	Date/time received in central Clerk's Office JUL 20 2000	number of notices JUL 20 2000	Document Number 45
			date docketed <i>[Signature]</i>	
			docketing deputy initials	
			date mailed notice	
		mailing deputy initials		



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C. In the Preliminary Approval Order, the Court scheduled a hearing for July 20, 2000, at 9:30 a.m. (the "Fairness Hearing"), to determine, *inter alia*, whether the Settlement Agreement should be approved by the Court as being fair, reasonable and adequate, whether judgment should be entered thereon, whether the Plan of Allocation of the Settlement Fund was fair, reasonable and adequate and to consider the application of plaintiff's counsel for reimbursement of expenses.

D. The Court ordered that the "Notice of Motion for Class Certification and Approval of Proposed Settlement and Hearing on Proposed Settlement" (the "Notice") be mailed by first-class mail to each member of the Class who could be identified from the lists provided by Rubel, Theta, and the Securities and Exchange Commission. The Notice informed interested persons of their right to, among other things, comment on or object to the certification of the class, the Settlement Agreement, the Plan of Allocation of the Settlement Fund and the application of Plaintiffs' Counsel for reimbursement of expenses. The Affidavits filed with the Court on July 20, 2000, establish that there has been full compliance with the Court's directives with respect to the Notice.

E. The Fairness Hearing was held on July 20, 2000, at which time all interested persons were afforded the opportunity to be heard. There were no submissions or appearances by objectors at the Fairness Hearing.

NOW, THEREFORE, after due deliberation, it is hereby **ORDERED** that:

1. This action shall be certified as a class action for settlement purposes.
2. The partial settlement described in the Settlement Agreement is fair, reasonable and adequate, is in the best interests of the Class, and is approved for consummation in accordance with the terms of the Settlement Agreement.

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3. The mailing of the Notice described in paragraph D above constitutes the best notice practicable under the circumstances and is in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.

4. Settling Defendant will deposit \$12,500 into the Settlement Fund within five (5) business days of the date of this Order.

5. Provided Settling Defendant abides by the terms of the Settlement Agreement, Plaintiff and the Class members shall be deemed to have released, relinquished and discharged all Released Claims against Rubel and are permanently barred and enjoined either directly, representatively or in any other capacity, from: (i) instituting or prosecuting any action to the extent such action is based on any of the Released Claims; and (ii) collecting upon any judgment or settlement in connection with, arising out of, or which is in any way related to the allegations of the Complaint relating to Rubel.

6. After the Final Settlement Payment Date, providing Settling Defendant has satisfied the terms of the Settlement Agreement, the Action as against Settling Defendant shall be dismissed, with prejudice, on the merits and without costs, and Rubel, his successors and assigns, are hereby released of and from any and all manner of claims, based on the Released Claims, as that term is defined in the Stipulation, whether currently known or unknown, and whether or not yet asserted in any litigation.

7. Rubel is barred and enjoined, from instituting any suit or action against Plaintiff or any member of the Class, and their respective successors and assigns, for the payment of the Settlement Fund or any portion thereof, or any other costs, expenses, fees incurred or payments made in connection with or related to the action, except to enforce the terms and provisions of the Settlement Agreement.

8. The Plan of Allocation of the Settlement Fund set forth in the Settlement Agreement is approved.

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9. Plaintiff's Counsel's request for reimbursement of expenses is granted in the amount of \$5,576.24. Plaintiff's Counsel waives attorney's fees with respect to the settlement reached with Rubel. Such expenses shall be released to Plaintiff's Counsel, with accrued interest, after the Final Settlement Payment Date, as that term is defined in the Stipulation.

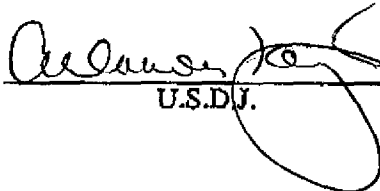
10. The Settlement shall not be construed or be deemed to be evidence of or an admission or a concession on the part of Rubel with respect to any claim or any fault or liability or damages whatsoever, and shall not be admissible in any other court proceeding as evidence of or an admission by Rubel of any fault or liability.

11. The Settlement shall not be construed or be deemed to be evidence of or an admission or a concession on the part of Plaintiff or the Class that any of the claims asserted in this Action are without merit, that damages recoverable in this Action do not exceed the Settlement Amount, or as to the value of the Released Claims as asserted against other defendants.

12. This Court shall retain jurisdiction to enforce the terms of the Settlement Agreement.

13. There being no just reason for delay, this judgment shall be deemed final pursuant to the provisions of Rule 54(b) of the Federal Rules of Civil Procedure.

Dated: July 20, 2000

  
U.S.D.J.