



# SUPREME COURT OF ILLINOIS

SUPREME COURT BUILDING

200 East Capitol Avenue  
SPRINGFIELD, ILLINOIS 62701-1721

CAROLYN TAFT GROSBOLL  
Clerk of the Court

(217) 782-2035  
TDD: (217) 524-8132

FIRST DISTRICT OFFICE  
160 North LaSalle Street, 20<sup>th</sup> Floor  
Chicago, Illinois 60601-3103  
(312) 793-1332  
TDD: (312) 793-6185

January 13, 2014

Mr. Clinton A. Krislov  
Krislov & Associates, Ltd.  
20 North Wacker Drive  
Suite 1300  
Chicago, IL 60606

In re: Samuel Cahnman, etc., petitioner, v. SBC Illinois, etc., respondent.  
Leave to appeal, Appellate Court, First District.  
No. 116539

Today the following order was entered in the captioned case:

Motion by petitioner for leave to file a motion for reconsideration of the order denying petition for leave to appeal. Motion Denied.

Order entered by the Court.

The mandate of this Court shall issue forthwith to the Appellate Court, First District.

cc: Mr. Demetrios G. Metropoulos



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January 13, 2014

Mr. Clinton A. Krislov  
Krislov & Associates, Ltd.  
20 North Wacker Drive  
Suite 1300  
Chicago, IL 60606

In re: In re Illinois Bell Telephone Link-Up II and Late Charge  
Litigation, petitioner.  
No. 116537

Today the following order was entered in the captioned case:

Motion by petitioner for leave to file a motion for reconsideration of the order denying petition for leave to appeal. Motion Denied.

Order entered by the Court.

The mandate of this Court shall issue forthwith to the Appellate Court, First District.

cc: Mr. Demetrios G. Metropoulos

mail and publication notice required in Paragraphs 36 and 37, to Bell Exclusions, P.O. Box \_\_\_\_\_, Chicago, IL \_\_\_\_\_. Written exclusions must include the Class Member's name, address and all Bell telephone numbers for which exclusion is requested; must refer to the Litigation (i.e., In Re Illinois Bell Telephone Link-Up II and Late Charge Litigation); must state that the Class Member wishes to be excluded from the Class; and must be signed by the Class Member.

46. Any Class Member who excludes himself or herself from the Class (a) will not be permitted to participate in the Settlement described herein, if it is approved, (b) will not benefit from or be bound by any final judgment rendered in this Litigation and (c) may pursue on his or her own behalf whatever legal rights he or she may have.

47. The Court shall by Order identify those persons who have properly excluded themselves from the Settlement Class.

48. In the event that more than 15% of the estimated 5,300,000 class members exclude themselves from the Settlement, Bell shall have the right, at its sole option, to declare this Settlement Agreement null and void.

O. OBJECTIONS TO THE SETTLEMENT

49. Any class member who wishes to object to any term of this Settlement may do so by preparing a written objection and sending it by first-class mail, not later than twenty-five (25) days from the completion of the mail and publication notice required in Paragraphs 36 and 37, to Bell Objections, P.O. Box \_\_\_\_\_, Chicago, Illinois \_\_\_\_\_. Written objections must include the Class Member's name, address and present or former Bell telephone number; must refer to the Litigation (i.e. In Re Illinois Bell Telephone Link-Up II and Late Charge Litigation); must state the Class Member's specific objection to the settlement; and must be

signed by the Class member. Any class member who has submitted a timely objection may also attend the Final Fairness Hearing.

~~50. Any class member who has submitted a timely objection may enter an appearance by counsel of his or her own choice. However, no counsel may participate in the Final Fairness Hearing unless his or her appearance has been filed in this matter and served on counsel for the parties on or before five (5) days before the Final Fairness Hearing.~~

P. FINAL FAIRNESS HEARING

51. If the Court enters an Order granting preliminary approval of this Settlement, then within ninety (90) days of the Execution Date the Court shall hold a Final Fairness Hearing for the purpose of determining, inter alia, whether this Settlement Agreement should receive Final Approval. At the Final Fairness Hearing the parties to this Settlement Agreement will jointly move the Court to enter a Final Settlement Approval and Dismissal Order which shall:

(a) determine, in accord with the Illinois Code of Civil Procedure, 735 ILCS 5/2-801 and 5/2-802, that the Litigation may be maintained, for settlement purposes only, as a class action with the Settlement Class, as defined in this Settlement Agreement;

(b) find that Plaintiffs, as the Class Representatives, fairly and adequately represent and protect the interests of the Settlement Class;

(c) find that Plaintiffs' counsel are qualified, experienced and competent to conduct the Litigation and protect the interests of the Settlement Class, and affirm the prior order of the Court appointing Class Counsel;

(d) find that notice has been given as previously ordered by the Court and as provided for in this Settlement Agreement;

(e) find that such notice satisfied the requirements of due process and of the Illinois Code of Civil Procedure, 735 ILCS 5/2-801 through 5/2-806;

(f) determine which persons have validly excluded themselves from the Litigation and the Settlement Class pursuant to 735 ILCS 5/2-804(b) of the Illinois Code of Civil Procedure, and declare those persons excluded (the "Settlement Opt-Outs");

(g) determine that this Settlement Agreement is fair, reasonable and adequate to the Settlement Class, provide that each Class Member (except the Settlement Opt-Outs) shall be bound by this Settlement Agreement and conclude that this Settlement Agreement should be approved;

(h) dismiss the Litigation on the merits and with prejudice, permanently enjoin each Class Member (except the Settlement Opt-Outs) from bringing any claim based upon either (a) the imposition or payment of the Link-Up II charge; or (b) the lack of a dated postmark or other mark showing the actual date of mailing on customer bill envelopes, or the printing of an erroneous Due Date on customer bills in those situations where the erroneous Due Date did not result in the premature imposition of a late payment charge sooner than 21 days after the actual date of mailing; or (c) any other claim that could have been brought in the Litigation, and enter final judgment thereon; and

(i) retain jurisdiction in the Court of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Settlement Agreement.

Q. EFFECT OF FINAL APPROVAL OF SETTLEMENT AGREEMENT

52. In the event that the Illinois Commerce Commission dismisses Docket No. 92-0403 and the Court approves this Settlement Agreement and enters a Final Settlement Approval and Dismissal Order, then each Class Member, except the Settlement Opt-Outs, shall be governed by this Settlement Agreement. The Litigation will be dismissed on the merits and with prejudice, and each Class Member, except the Settlement Opt-Outs, will be permanently enjoined from bringing any claim based upon (a) the imposition of the Link-Up II charge; or (b) the lack of a dated postmark or other mark showing the actual date of mailing on customer bill envelopes, or the printing of an erroneous Due Date on customer bills in those situations where the erroneous Due Date did not result in the premature imposition of a late payment charge sooner than twenty-one (21) days after the actual date of mailing; or (c) any other claim that could have been brought in the Litigation.

R. EFFECT OF DISAPPROVAL OF SETTLEMENT AGREEMENT

53. In the event that the Illinois Commerce Commission does not dismiss Docket No. 92-0403, the Court disapproves this Settlement Agreement or holds that it will not enter a

Final Settlement Approval and Dismissal Order or holds that the entry of the Final Settlement Approval and Dismissal Order should be overturned, or in the event that Bell exercises its option pursuant to paragraph 48 if more than 15% of the eligible class members opt out of the Settlement, then this Settlement Agreement shall become null and void, the Litigation shall continue and revert to its pre-settlement state without prejudice to the rights of any party, and the parties shall move jointly that any order entered pursuant to this Settlement Agreement be vacated.

S. MONITORING OF COMPLIANCE

54. Upon reasonable request, Bell shall permit Class Counsel to physically monitor any aspect of the implementation of this Settlement Agreement. Bell shall make available to Class Counsel, upon reasonable conditions, (a) employees involved in the implementation of this Settlement Agreement and (b) documents and records pertaining to the implementation of this Settlement Agreement.

T. REPORT ON COMPLIANCE

55. Within one hundred and fifty (150) days after the entry of the Final Settlement Approval and Dismissal Order, Bell shall file with the Court and serve on Class Counsel a report on all aspects of Bell's implementation of and compliance with this Settlement Agreement. The report shall be in sufficient detail and contain such exhibits and affidavits as are necessary to satisfy the Court and Class Counsel that Bell has performed all its obligations under this Settlement Agreement. If the Court finds, on its own motion or on the motion of the Plaintiffs, that Bell has not made a good faith effort to comply with this paragraph or with its obligations under this Settlement Agreement, the Court may enter such further orders as the Court may determine are necessary and appropriate, including additional attorneys' fees for obtaining such compliance.

### III. ADDITIONAL SETTLEMENT TERMS

56. Amendments. This Settlement Agreement may not be changed, altered, amended or modified in any way except by a writing signed by all signatories hereto or their counsel.

This Settlement Agreement may be changed without the consent or approval of any non-signatory by a writing signed by all signatories hereto, any of whom may sign by their counsel of record (whose authority to make changes and to sign is hereby acknowledged as between all parties hereto).

57. Non-Waiver of Breach. After the Execution Date, no waiver of any breach of any provision of this Agreement shall be deemed a waiver of any other breach of the same or any other provision.

58. Entire Agreement. This Settlement Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the subject hereof and supersede any prior agreement or understanding, written or oral, with respect to such subject matter. No party shall be liable or bound to any other party in any manner by any promises, representations, warranties or covenants, or any other information or materials previously made, provided or delivered by the parties, whether written or oral, except as specifically set forth in this Agreement.

59. Agents for Communications. As agent for the receipt of communications relating to this Settlement Agreement, Plaintiffs and the Class appoint Clinton A. Krislov, Krislov & Associates, Ltd., 222 North LaSalle Street, Suite 810, Chicago, Illinois 60601, and Illinois Bell Telephone Company appoints its general counsel, Edward A. Butts, 225 West Randolph Street, Suite 28-B, Chicago, Illinois 60606. Any communication made in connection with this Settlement Agreement shall be deemed to have been made when sent by Federal Express or registered or certified mail, postage prepaid, or delivered in person to Mr. Krislov or Mr. Butts

at the addresses designated for them under this paragraph. The persons and addresses designated in this paragraph may be changed by any signatory hereto by written notice to the other signatories hereto.

60. Counterparts and Originals. This Settlement Agreement may be executed in more than one counterpart, and if so executed, the various counterparts shall be and constitute one instrument for all purposes. For convenience, the several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Settlement Agreement may be treated as originals.

61. Binding Effect. Each and every term of this Settlement Agreement shall be binding upon and inure to the benefit of Plaintiffs, the members of the Class and any of their heirs, successors and personal representatives.

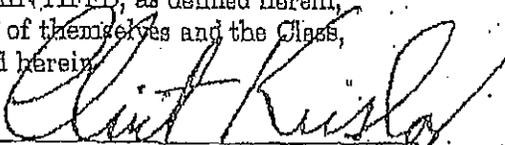
62. Computation of Time. The time periods provided and/or dates described in this Settlement Agreement shall be computed in accord with 5 ILCS 70/1.11 and are subject to approval and change by the Court.

63. Illinois Law. This Settlement Agreement shall be interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement as of the day, month and year first above written.

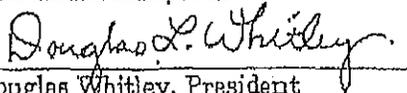
THE PLAINTIFFS, as defined herein,  
on behalf of themselves and the Class,  
as defined herein

By:

  
Clinton A. Krislov  
Krislov & Associates

ILLINOIS BELL TELEPHONE  
COMPANY, now known as  
AMERITECH ILLINOIS

By:

  
Douglas Whitley, President

DATED: December 9, 1998

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