



2. All terms in this Order not defined herein shall have the meanings set forth in the Settlement Agreement, which received preliminary approval from this Court by Order dated August 28, 2017.

3. *Settlement Class*: The Court has considered the Parties' submissions with regard to certification of a Settlement Class, has held two hearings regarding same and has analyzed the proposed Settlement Class pursuant to section 2-801 of the Code of Civil Procedure (735 ILCS 5/2-801).

4. Based on the foregoing, this Court FINDS that the requirements of section 2-801 of the Code of Civil Procedure (735 ILCS 5/2-801) have been satisfied. Accordingly, it is hereby ORDERED that this action is certified as a class action for settlement purposes only on behalf of the following class of claimants:

Any person who during the Settlement Time Period: (a) occupies or occupied property in the Settlement Class Area and (b) for property in the Settlement Class Area that is or was not occupied during the Settlement Time Period, the owner of the property, as identified in Exhibit 3. The Class does not include visitors or guests.

The Settlement Time Period is defined as: November 10, 2009 through August 28, 2017.

The Settlement Class Area is defined as the geographical area in Madison County, Illinois and that is within the marked boundaries and southeast of the railroad tracks in the map attached as Exhibit 2 to the Settlement Agreement, the properties identified by colored dots on Exhibit 2 of the Settlement Agreement, and/or as identified by address in Exhibit 3 of the Settlement Agreement.

Each individual, who prior to the final approval hearing filed requests to opt-out of the settlement, is excluded from the Settlement Class, in addition to those persons represented by attorney Jerod Smith at the final approval hearing and Ronald Franklin, Lewis Simpson d/b/a L & S Residential Rentals, LLC, William Long, Robert & Rosemary

Geroff and Julia Green, all of whom are self-represented, who also appeared at the final approval hearing, and indicated they wished to opt-out.

5. *Amount of Settlement Fund:* The Settlement Agreement requires the establishment of a Settlement Fund in the sum of four million two hundred fifty thousand dollars (\$4,250,000), which shall be deposited in an interest-bearing escrow account within sixty calendar days from the Effective Date and held in escrow. Such Settlement Fund, after the deduction of reasonable attorney fees and costs, along with interest earned thereupon shall be used to make Settlement Awards to Qualifying Claimants who meet the conditions of the Settlement Agreement and who execute a release settlement. Amounts allocated to Members of the Settlement Class who opt out of the Class Settlement will reduce the amount of the Settlement Fund, will be refunded to Defendants, pro rata, and will reduce Class Counsel's attorneys' fees accordingly.

6. *Amount of Settlement Administration Fund:* In addition to the Settlement Fund, the Settlement Agreement requires the establishment of a Settlement Administration Fund in the amount of One Hundred Thousand Dollars (\$100,000), which was deposited in an interest-bearing escrow account within sixty calendar days of the full execution of the Settlement Agreement. The Settlement Administration Fund, together with interest earned thereupon, shall be used to pay Administrative Costs and Service Awards.

7. *Settlement Class Representative:* For purposes of the Class Settlement, the Court finalizes its designation of Peggy Keltner, Jerome Johnson, Beverly Johnson and Melinda Duniphan as the Representative Plaintiffs and finds that they are adequate representatives for the Settlement Class. The Court hereby approves and awards a Service Award in the

amount of \$7500 paid to each Class Representative for their service as Representative Plaintiffs.

8. *Settlement Class Counsel:* The Court hereby finalizes its designation and approval of the law firm Simmons Hanly Conroy to represent the Members of the Settlement Class as Class Counsel, and finds that they have fairly and adequately represented the interests of the Settlement Class.

9. *Notice to the Settlement Class:* The Notice served on the Settlement Class following entry of the Preliminary Approval Order constituted the best notice practical under the circumstances and is in full compliance with the notice requirements of due process and section 2-803 of the Code of Civil Procedure (735 ILCS 5/2-803).

10. *Objectors:* Prior to the Final Approval Hearing, Objections were filed by the following two individuals: Gary Walliser and Jerod Smith. In addition, the Court, during the Final Approval Hearing, provided all objectors with the opportunity to present their objection to the Court. The Court has reviewed all Objections filed and considered carefully the presentations of Objectors at the Final Approval Hearing. With regard to Gary Walliser's request for additional compensation, the Court hereby GRANTS his request and awards him the additional sum of \$2,500.00 for his efforts to be satisfied from the attorney fee awarded to class counsel herein. With regard to attorney Jerod Smith's objection to the entry of this Final Approval Order, made on behalf of the several persons named in his November 27, 2017 filing, the objection is hereby OVERRULED. The objection failed to provide proof of class ownership or residence and is otherwise inconsistent with the findings and rulings made by this court herein.

11. *Intervener:* Lawrence Bilbrey's motion to intervene filed this date by attorney Jerod Smith is hereby DENIED.

12. *Release and Dismissal:* Upon the Effective Date, Plaintiffs and the Settlement Class are (i) deemed to have released the claims within the scope of the Settlement Agreement and Release, and (ii) permanently enjoined from continuing to prosecute, or otherwise initiating, claims within the scope of the Settlement Agreement and Release. All of the claims asserted in this lawsuit by Plaintiffs, individually and on behalf of the Settlement Class, are dismissed with prejudice, each party to bear their own costs.

13. *Class Counsel Fees and Expenses:* The Court hereby finds that Class Counsel's costs and expenses are fair and reasonable and, accordingly, grants Class Counsel's motion for attorneys' fees and awards Class Counsel reasonable attorneys' fees in the amount of one-third of the Settlement Fund due to the risks, complexity and high cost of this contested and protracted litigation. The percentage-of-the-award attorney fee is consistent with the observations made by the Illinois Supreme Court concerning class counsel fees in *Brundidge v. Glendale Federal Bank*, 168 Ill.2d 235 (1995) as it justly and equitably compensates plaintiffs' counsel and yet protects the interests of the members of the plaintiff class for whose benefit the common fund was created. Furthermore, as noted by the *Brundidge* court, it is a fair and expeditious method of determining class counsel's fee and reflects the complexities and economics of legal practice in cases of this nature, and equitably compensates counsel for the time, effort and risks associated with representation of the plaintiff class. The Court also grants Class Counsel's request for reimbursement of costs and

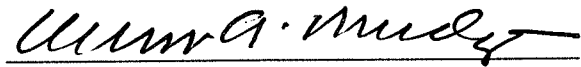
expenses incurred to date, which presently total \$286,809.15, of which more than \$250,000.00 was expended on environmental experts and scientific testing.

14. Based on the complexity of this case, the substantial amount of money offered by the Defendants, the stage of proceedings, the experience of Class Counsel, and the reaction of class members, this Court finds that the class action settlement is fair, reasonable and adequate and hereby GRANTS final approval.

15. This court shall retain jurisdiction to enforce the terms of the settlement.

IT IS SO ORDERED. *Clerk to provide copies to parties of record.*

Enter: February 16, 2018



William A. Mudge  
Judge Presiding