

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

ABANTE ROOTER AND PLUMBING,	)	
INC., individually and on behalf of a class of	)	
all persons and entities similarly situated,	)	
	)	Case No. 1:15-cv-09025
Plaintiff,	)	
	)	Judge Jorge L. Alonso
v.	)	
	)	
OH INSURANCE AGENCY and	)	
ALLSTATE INSURANCE COMPANY,	)	
	)	
Defendants.	)	

**FINAL JUDGMENT**

This Action having settled pursuant to the Settlement Agreement and Release (the “Settlement Agreement”) and the Court having entered a Final Approval Order, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. All of Plaintiff’s and Settlement Class Members’ claims in this Litigation that are Released Claims against any Released Persons are hereby dismissed on the merits and with prejudice, without fees (including attorneys’ fees) or costs to any Party except as otherwise provided in the Final Approval Order.

- a. “Plaintiff” means Abante Rooter and Plumbing, Inc.
- b. “Settlement Class Members” are members of the “Settlement Class,”

which consists of the following:

All persons in the United States (i) to whom Oh Insurance Agency made a call for the purpose of encouraging the purchase of Allstate goods or services (ii) to a cellular telephone number (iii) using SalesDialers (iv) on or after April 19, 2013, up to and including February 21, 2017, limited to calls to telephone numbers on the Class List. The Class List is comprised of the users or subscribers of the 53,743 unique cell phone numbers listed therein.

c. “AIC” or “Allstate” means Allstate Insurance Company.

d. “Oh Agency” means Oh Insurance Agency.

2. All Releasing Persons have released the Released Claims as against the Released Persons, and are, from this day forward, hereby permanently barred from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on any of the Released Claims.

a. “Released Claims” means all claims, demands, causes of actions, suits, damages, and fees arising under the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, and/or any other federal or state telemarketing laws, whether in law or equity, that have been or could have been brought by a Releasing Person against Oh Agency or AIC in connection with Oh Agency making or causing to be made telemarketing calls promoting AIC goods or services, where such call was made on or after April 19, 2013, up to and including February 21, 2017, including but not limited to claims of any type or nature alleging that AIC is vicariously liable for said Oh Agency calls.

b. “Released Persons” means Defendants Oh Insurance Agency and Allstate Insurance Company, and all of their predecessors, successors, parents, subsidiaries, affiliates, officers, directors, partners, members, principals, employees, agents, attorneys, servants, and assigns.

c. “Releasing Persons” means Plaintiff (including Plaintiff’s principal Fred Heidarpour) and each member of the Class identified on the Class List and not opting out, and their respective assigns, heirs, successors, predecessors, parents, subsidiaries, affiliates, officers, directors, shareholders, members, managers, partners, principals, representatives, employees (each solely in their respective capacity as such).

3. In accordance with the Settlement Agreement, Defendants will transfer the remainder of the Settlement Fund to the Settlement Administrator by the deadline in the Settlement Agreement. In accordance with the Settlement Agreement, each Class Member with a Known Address(es) shall be entitled to receive the Settlement Relief for each cell phone number of theirs on the Class List. The amount of Settlement Relief shall be equal to the Settlement Class Recovery divided by the total number of Class Members with Known Addresses and Approved Claims after accounting for Attorneys' Fees in the amount of \$3,500,000.00, attorneys' expenses in the amount of \$41,126.28, Notice and Administration costs, and an Incentive Award in the amount of \$5,000.00.

4. The Court Approves the Settlement Agreement and Releases, and expressly integrates and embodies them into this Final Judgment. This Court shall retain jurisdiction over the construction, interpretation, consummation, implementation, and enforcement of the Settlement Agreement and the Releases contained therein, including jurisdiction to enter such further orders as may be necessary or appropriate to administer and implement the terms and provisions of the Settlement Agreement.

5. Settlement Class Members shall promptly dismiss with prejudice all Released Claims against any Released Persons brought in any jurisdiction.

SO ORDERED.

Dated: \_\_\_\_\_

12/10/2019

  
\_\_\_\_\_  
Hon. Jorge L. Alonso  
United States District Judge