

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

LOUISIANA FIREFIGHTERS' RETIREMENT SYSTEM, THE BOARD OF TRUSTEES OF THE PUBLIC SCHOOL TEACHERS' PENSION AND RETIREMENT FUND OF CHICAGO, THE BOARD OF TRUSTEES OF THE CITY OF PONTIAC POLICE & FIRE RETIREMENT SYSTEM, and THE BOARD OF TRUSTEES OF THE CITY OF PONTIAC GENERAL EMPLOYEES RETIREMENT SYSTEM, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

NORTHERN TRUST INVESTMENTS, N.A., and THE NORTHERN TRUST COMPANY,

Defendants.

Case No. 09-7203

Hon. Jorge L. Alonso

Magistrate Judge Susan E. Cox

CLASS DISTRIBUTION ORDER

Pursuant to Paragraph 31 of the Stipulation and Agreement of Partial Settlement of Class Action dated February 17, 2015 (the "Stipulation") (Doc. 425-1), Plaintiffs Louisiana Firefighters' Retirement System, The Board of Trustees of the Public School Teachers' Pension and Retirement Fund of Chicago, and The Board of Trustees of the City of Pontiac Police and Fire Retirement System (collectively, the "Settling Plaintiffs"), on notice to Defendants' Counsel, have moved this Court for a Class Distribution Order with the respect to the partial settlement of this Action (the "Settlement") which was finally approved by the Court by its Judgment entered on August 5, 2015 (Doc. 500). Having considered all the materials and arguments submitted in support of the motion, including the Declaration of Tara Donohue in Support of Settling Plaintiffs' Motion for Class Distribution Order (the "Donohue Declaration"), submitted therewith;

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. This Order incorporates by reference the definitions in the Stipulation and the Donohue Declaration, and all terms used herein shall have the same meanings as set forth in the Stipulation or in the Donohue Declaration.

2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Settlement Class Members.

3. Each of the Settlement Class Members set forth on Exhibit A to the Donohue Declaration are hereby approved for payment from the Net Settlement Fund (the "Authorized Payees").

4. The Court-approved Settlement Administrator, Garden City Group, LLC ("GCG"), is authorized to distribute 100% of the available balance of the Net Settlement Fund held in the Escrow Account (after deducting all payments previously allowed and those approved herein, and after deducting payment of any estimated taxes, the costs of preparing appropriate tax returns, and escrow fees) to the Authorized Payees. Each Authorized Payee shall be paid its *pro rata* share of the Net Settlement Fund as calculated under the Court-approved Plan of Allocation.

5. In order to encourage Authorized Claimants to cash their distribution checks promptly, and to avoid or reduce future expenses relating to unpaid distribution checks, all distribution checks shall bear the following notation: "CASH PROMPTLY, VOID AND SUBJECT TO RE-DISTRIBUTION IF NOT CASHED BY [DATE 90 DAYS AFTER ISSUE DATE]".

6. After the initial distribution of the Net Settlement Fund, GCG shall make reasonable and diligent efforts to have Authorized Payees cash their distribution checks. Authorized Payees who do not cash their distribution checks prior to the completion of GCG's

follow-up efforts shall irrevocably forfeit all recovery from the Settlement, and the funds allocated to all such stale-dated checks shall be available to be re-distributed to other Authorized Payees in any subsequent distribution(s) of the Net Settlement Fund described below.

7. Consistent with the Court-approved Plan of Allocation, if six (6) months after the initial distribution, the amount remaining in the Net Settlement Fund after paying any unpaid fees and expenses incurred in administering the Settlement, including the costs associated with a re-distribution, equals or exceed \$25,000, GCG shall conduct a re-distribution of the funds remaining to Authorized Payees who have cashed their initial distributions and who would receive at least \$20 in such re-distribution. Additional re-distributions to Authorized Payees who have cashed their prior checks and who would receive at least \$20 in such re-distribution may occur thereafter until the balance remaining in the Net Settlement Fund is under \$25,000. At such time as the amount remaining in the Net Settlement Fund is under \$25,000, after paying any unpaid fees and expenses incurred in administering the Settlement (including the costs of re-distributions), the remaining balance shall be contributed to nonsectarian, not-for-profit 501(c)(3) organization(s), to be recommended by Co-Lead Counsel and approved by the Court.

8. All persons involved in the administration of the Settlement, or involved in the taxation of the Settlement Fund or the Net Settlement Fund, are hereby released and discharged from any and all claims arising out of such involvement, and all Settlement Class Members, whether or not they receive payment from the Net Settlement Fund, are barred from making any further claims against the Net Settlement Fund, Settling Plaintiffs, Co-Lead Counsel, the Settlement Administrator, the Escrow Agent or any other agent retained by Settling Plaintiffs or Co-Lead Counsel in connection with the administration or taxation of the Settlement Fund or the

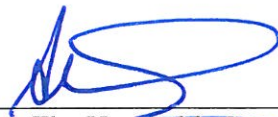
Net Settlement Fund, beyond the amounts allocated to the Authorized Payees under the Court-approved Plan of Allocation.

9. All of GCG's fees and expenses incurred in connection with the notice and administration of the Settlement and estimated to be incurred in connection with the initial distribution of the Net Settlement Fund as set forth in the unpaid invoices attached as Exhibit B to the Donohue Declaration are approved, and Co-Lead Counsel are directed to pay \$67,414.10 out of the Settlement Fund to GCG in payment of those invoices.

10. Unless otherwise ordered by the Court, one year after the initial distribution of the Net Settlement Fund, GCG is authorized to destroy all paper documents for this administration, and one year after all funds in the Net Settlement Fund have been distributed, GCG is authorized to destroy all electronic records for this administration.

11. This Court retains jurisdiction over any further application or matter that may arise in connection with the administration of the Settlement.

SO ORDERED this 28 day of March 2016.



The Honorable Susan E. Cox
United States Magistrate Judge