



**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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BARBARA KEILER, MONA GAY THOMAS,
and LINDA BARRETT, on behalf of
themselves and all others similarly situated,

12 Civ. 5558(WHP)

Plaintiffs,

v.

HARLEQUIN ENTERPRISES LIMITED, a
Canadian corporation; HARLEQUIN BOOKS
S.A., a Swiss company; and HARLEQUIN
ENTERPRISES B.V., a Dutch company,

Defendants.

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**~~PROPOSED~~ ORDER PRELIMINARILY APPROVING PROPOSED SETTLEMENT,
SCHEDULING HEARING FOR FINAL APPROVAL THEREOF, AND APPROVING
THE PROPOSED FORM AND PROGRAM OF NOTICE TO THE CLASS**

All parties in this matter have reached a proposed settlement (the “Settlement”), as embodied in the Class Action Settlement Agreement dated March 11, 2016 (the “Agreement”). Plaintiffs have moved for an Order preliminarily approving the Settlement and have requested a Fairness Hearing and approval of a plan for providing notice to the class. Having considered the motion, the Agreement and its accompanying documents, and the arguments of counsel during an April 5, 2016 teleconference,

IT IS HEREBY ORDERED THAT:

1. The motion for Preliminary Approval of the Settlement is GRANTED.
2. The capitalized terms used in this Order granting Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement shall have the same meanings set forth in the Agreement.

3. This Court preliminarily approves the Settlement. This Court preliminarily finds that the Settlement is the product of arm's length negotiation by experienced counsel, with the assistance of JAMS Mediator Peter Woodin. This Court further preliminarily finds that the Settlement is fair, reasonable, and adequate, in the best interests of the Class, and within the range of possible approval, subject to consideration at the Fairness Hearing as set forth below.

4. This Court certified a Class in this case on October 16, 2014, but no Notice of Pendency of Class Action has been disseminated to potential Class members. In connection with the Settlement, the parties have proposed a slightly modified definition of a Settlement Class, which will apply solely for purposes of the Settlement, as follows:

All persons, and their heirs and assigns, in the United States, Canada, the United Kingdom, the Republic of Ireland, Australia, and New Zealand, who, during the period 1990 to 2004, entered into a standard form book publishing agreement with Defendant Harlequin Enterprises B.V. or Defendant Harlequin Books S.A. that contained an All Other Rights clause, substantially and materially as follows:

On all other rights exercised by Publisher or its Related Licensees fifty percent (50%) of the Net Amount Received by Publisher for the license or sale of said rights. The Net Amount Received for the exercise, sale or license of said rights by Publisher from a Related Licensee shall, in Publisher's estimate, be equivalent to the amount reasonably obtainable by Publisher from an Unrelated Licensee for the license or sale of the said rights;

and whose written works published pursuant to those book publishing agreements have been published as e-books. Excluded from the Settlement Class are any persons who file a timely and valid request for exclusion from the Settlement Class that is allowed by the Court.

5. This Court's class certification order dated October 16, 2014 appointed Plaintiffs Barbara Keiler, Mona Gay Thomas, and Linda Barrett as representatives of the Class, and appointed DavidWolfLaw PLLC and Boni & Zack LLC as Class Counsel for the class. Such appointments remain in place as to the Settlement Class defined in paragraph 4 above.

6. This Court has jurisdiction over the subject matter of this Action and personal jurisdiction over all the Parties, including all members of the Settlement Class.

7. A Fairness Hearing will be held on June 30, 2016, at 11:00 a.m. in Courtroom 20B of this Courthouse before the undersigned to consider the fairness, reasonableness and adequacy of the Settlement. The foregoing date, time, and place of the Fairness Hearing shall be set forth in the notice, but shall be subject to adjournment or change by this Court without further notice to the members of the Settlement Class other than that which may be posted by this Court and on the settlement website, www.harlequinsettlement.com.

8. This Court finds that the Notice set forth in the Parties' Notice Plan—Section F of the Agreement—satisfies the requirements of due process, the Federal Rules of Civil Procedure, and any other applicable laws and rules; constitutes the best notice that is practicable under the circumstances; is otherwise fair and reasonable; and shall constitute due and sufficient notice to all persons entitled thereto. Accordingly, the Notice set forth in the Notice Plan is the only notice that is required to be provided.

9. The notice procedures shall begin as soon as practicable and shall be completed within thirty (30) calendar days from the date of this order.

10. This Court approves Garden City Group as the Settlement Administrator (“Administrator”).

11. This Court approves the exclusion procedure set forth in Section H of the Agreement and in the Notice. Any person so excluded shall not be bound by the Settlement to the extent described in the Notice. Exclusions must be prepared and sent to the Administrator as set forth in the Notice Plan and must be properly completed and e-mailed or postmarked no later than June 6, 2016.

12. Absent a Court Order to the contrary, all Settlement Class members shall be bound by all proceedings, orders and judgments of this Court pertaining to the Settlement Class, including the Final Judgment and any order of dismissal dismissing with prejudice all claims of Settlement Class members, and the release of claims as set forth in the Agreement.

13. This Court approves the objection procedure set forth in the Notice and the Agreement. Objections must be properly completed and filed with this Court no later than June 6, 2016. The manner set forth in the Notice Plan in which an objection shall be prepared, filed, and delivered is explained in detail in the Notice and is approved by this Court.

14. Any Party wishing to respond in writing to a Settlement Class member who files an objection shall file a response with this Court no later than June 20, 2016, or alternatively may include a response with the motion for final approval or any supporting brief filed by Plaintiffs.

15. At least fourteen (14) calendar days before the Fairness Hearing, Plaintiffs shall file with this Court a motion for final approval of the Settlement along with a proposed Final Judgment substantially in the form of Exhibit A to the Agreement.

16. All proceedings in this Action are hereby stayed, except those proceedings required by or provided for by the Settlement, until such time as this Court renders a final decision regarding the approval of the Settlement and, if it approves the Settlement, enters Final Judgment, and dismisses this Action with prejudice.

17. If the Settlement is terminated in accordance with the Agreement or does not go into effect because no Final Approval is granted by this Court or for any other reason, this Order shall become null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order.

18. Nothing in this Order, the Agreement, any other Settlement-related document or contemplated hereby or thereby, nor any proceedings undertaken in accordance with the terms set forth in the Agreement or herein or in any other Settlement-related document, shall constitute, be construed as, or be deemed evidence of or an admission or concession by Defendants as to the validity of any claim that has been or could have been asserted.

IT IS SO ORDERED.

 4-5-16
HON. WILLIAM H. PAULEYS III
UNITED STATES DISTRICT JUDGE