

ORIGINAL

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

FILED IN OPEN COURT
U.S.D.C.-Atlanta

MAR 5 1993

LUTHER D. THOMAS, CLERK

Deputy Clerk

JAY PALMER, et al.,

Plaintiffs,

vs.

BRG OF GEORGIA, INC., et al

Defendants.

CIVIL ACTION

NO. 1:85-CV-4377-ODE

FINAL JUDGMENT

Plaintiffs having filed their Complaint herein, and defendant Harcourt Brace Jovanovich Legal and Professional Publications, Inc. ("HBJ Legal") having consented to the entry of this Judgment without trial or adjudication of any issue of fact or law herein, and without admission by any party with respect to any issue;

NOW, THEREFORE, before any testimony has been taken herein, and on the basis of the Settlement Agreement dated January 5, 1993, filed herein, it is hereby,

ORDERED, ADJUDGED AND DECREED as follows:

I.

"Settlement Class" shall mean all persons, including the named plaintiffs but excluding course representatives who received free or discounted courses in return for providing marketing, promotional or administrative services to BRG of

Georgia, Inc. and those persons whose employers paid BRG of Georgia, Inc. directly for their courses, and other than those who timely elected to be excluded from participation in this litigation by timely returning a notice of their election to be excluded in accordance with the procedures set forth in the Notice of Class Action Settlement approved herein, (1) who contracted to take and paid for a course (including live and/or videotaped lectures) in preparation for the Georgia bar examination (as distinguished from any separately offered ethics course or mini-review course) offered by BRG of Georgia, Inc. (at times doing business as BAR/BRI of Georgia) and (2) who took such a course for the first time where the live or videotaped instruction for the course took place between June 14, 1984, and July 31, 1991.

II.

This Court has jurisdiction over the subject matter of this action and of the parties hereto. The complaint herein states a claim against the defendants under Section 1 of the Act of Congress of July 2, 1980, as amended, commonly known as the Sherman Act (15 U.S.C. § 1).

III.

The Court approves representation by the plaintiffs of the Settlement Class in connection with the claims set forth in the complaint, for the purpose of implementing the Settlement Agreement dated January 5, 1993, filed herein.

IV.

Pursuant to prior Order of this Court, notice of the terms of the Settlement Agreement dated January 5, 1993, and of the date of the hearing to consider final approval thereof was provided to the members of the Settlement Class, pursuant to Rule 23(e), Fed.R.Civ.P.

V.

The Court finds that the notice previously provided to members of the Settlement Class, and those who chose to opt out of the Settlement Class, constitutes the best notice practicable under the under the circumstances of this case within the meaning of Rule 23(c)(2), Fed.R.Civ.P.

VI.

The Court recognizes that this settlement is predicated upon the risks and difficulties involved in establishing a right to recover on behalf of the Class Members against defendant HBJ Legal, and that Defendant HBJ Legal has denied any wrongdoing and denied the allegations of the Complaint. The Court finds that the terms of the Settlement Agreement dated January 5, 1993, are fair, adequate and reasonable to the members of the Settlement Class and finally approves the terms of said Settlement Agreement dated January 5, 1993, and declares the same to be binding upon members of the Settlement Class. The Court finds the attorneys' fees application of John

C. Butters and James F. Ponsoldt in the amount of \$650,000 (including costs and expenses) is fair and reasonable and the Court directs the payment of such fees by HBJ Legal to these counsel as specified in the Settlement Agreement dated January 5, 1993, which is incorporated herein and made a part of this Judgment.

VII.

Any and all claims of any member of the Settlement Class against the defendant HBJ Legal, alleged in the complaint, or which arise out of or are in any way connected with the matters alleged in the complaint herein, are hereby dismissed with prejudice. Any and all claims of any member of the Settlement Class against the remaining defendants alleged in the complaint are hereby dismissed without prejudice. The Court retains jurisdiction to enforce the terms and obligations of the parties under the Settlement Agreement dated January 5, 1993, incorporated herein.

This 5 day of March, 1993.

ENTERED ON DOCKET

MAR 8 - 1993

L.D.T., CLERK

BY

DEPUTY CLERK

9032D



ORINDA D. EVANS
United States District Judge