

Jason Dobosenki,  
on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

Payday America, Inc.

Defendant.

Case Type: Civil Other

Statutory Violation

Case No. 27-CV-15-18990

*The Hon. Daniel Mabley, presiding*

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**ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT**

This matter coming before the Court upon the Motion of Plaintiff Jason Dobosenki, individually and on behalf of a class of persons, for Preliminary Approval of a Settlement Agreement, fully executed as of June 7, 2018 (“the Settlement”). No party opposes the relief now sought.

IT IS HEREBY DETERMINED AND ORDERED AS FOLLOWS:

1. The Settlement Agreement is hereby incorporated by reference in this Order as if fully set forth herein. First-letter capitalized terms in this Order shall, unless otherwise defined herein, have the same meaning and definition as in the Agreement.

2. Pursuant to Minn. R. Civ. P. 23, the terms of the Settlement are preliminarily approved as (a) fair, just, reasonable, adequate, and in the best interests of the class in light of the relevant factual, legal, practical, and procedural considerations of the class action litigation, (b) free of collusion to the detriment of class members, and (c) within the range of possible settlement suitable for final judicial approval, subject to further consideration thereof at the final Fairness Hearing described at paragraph 4 of this Order.

3. The proposed Settlement is sufficient to justify giving notice of the settlement to the class (“Settlement Notice”).

4. A final Fairness Hearing shall be held before the undersigned at 8:45 AM on Friday, August 24, 2018, in Courtroom 1753 of the Hennepin County District Court, in Minneapolis, Minnesota, to determine, among other things: (a) whether the Settlement should be finally approved as fair, reasonable, adequate and in the best interests of the class; (b) whether a final judgment should be entered dismissing the claims of Plaintiff Jason Dobosenski and the Settling Class Members with prejudice, pursuant to the terms of the Settlement; (c) whether to approve, with or without modification, the amount of attorneys’ fees and costs to be awarded to Class Counsel, and the amount of a class representative service award to be awarded to Plaintiff. The final Fairness Hearing may be adjourned or continued by the Court without further notice to class members.

5. The Court approves the proposed form of the Settlement Notice attached to the Settlement as Exhibit B. Pursuant to the procedures detailed in the Settlement, the Class Administrator, Angeion Group, shall cause the approved Settlement Notice to be emailed to all those Settling Class Members members for whom Defendant maintains last known email addresses, and shall send the approved postcard Settlement Notice to the last known mailing address for all those Settling Class Members for whom Defendant does not maintain email addresses. Notice shall be promptly emailed or mailed to each class member after entry of this Order. Counsel for the parties shall have the discretion to format the Settlement Notice before emailing and mailing. For those emailed Settlement Notices that are returned as undeliverable, the Administrator shall mail the postcard Settlement Notice to the mailing address contained in Payday’s business records.

6. The Court finds that the Settlement's plan for Settlement Notice is the best notice practicable under the circumstances, is sufficient notice to the class, satisfies the requirements of due process and Rule 23 of the Minnesota Rules of Civil Procedure, and is hereby approved. The Court further finds that no notice other than that identified in the Settlement is necessary in this case.

7. Any previous class member who had earlier opted-out of the Litigation by the October 11, 2017 deadline shall be deemed to have waived any rights or benefits under the Settlement, and will have no standing to object to the Settlement.

8. Any Settling Class Member who wishes to object to the Settlement must file with the District Court Administrator, within 45 days after the date on which the Claims Administrator mails the Settlement Notice, a written Objection ("Objection") with the Court, and mail and serve it upon Class Counsel and Counsel for Defendant by the deadline to object. To be considered valid, each Objection must be timely filed with the District Court Administrator and served (as judged by the filing deadline and postmark date set forth), and must (i) set forth the class member's full name, address, and telephone number; (ii) the name and case number of this lawsuit; (iii) provide a statement indicating the following, "I object to the settlement in *Dobosenski v. Payday America*" and the reasons for his or her objection, along with copies of any documents that the class member wishes to submit in support of his or her position that the settlement is not in the best interests of the class; (iv) a statement about whether he or she intends to appear at the final Fairness Hearing, either in person or through his or her attorney; and (v) the objecting class member's signature. Any class member who does not submit a timely written Objection in complete accordance with this Order shall not be treated as having filed a valid Objection to the settlement, shall be deemed as having waived his or her objections, and shall

forever be barred from making any such objections to this Settlement.

9. In response to any objections filed, the Parties may file memoranda in support of the Settlement no later than seven (7) calendar days before the final Fairness Hearing.

10. All proceedings in this Litigation, including status conferences, other than such as may be necessary to carry out the terms and conditions of the Settlement or the responsibilities related or incidental thereto, are stayed and suspended until further order of this Court.

11. If Final Approval of the settlement is not achieved, or if the Settlement is terminated for any reason, the Settlement and all proceedings had in connection therewith shall be without prejudice to the *status quo ante* rights of the Parties, and all orders issued pursuant to the settlement shall be vacated. In such an event, the Settlement and all negotiations concerning it shall not be used or referred to in the class action litigation for any purpose whatsoever. This Order shall be of no force or effect if Final Approval does not occur for any reason, and nothing in this Order shall be construed or used as an admission, concession, or declaration by or against Defendant, of any fault, wrongdoing, breach, or liability or as a waiver by any Party of any claims or defenses it may have.

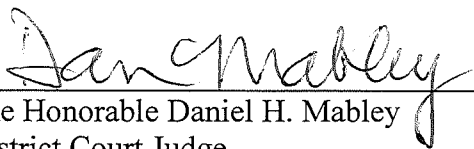
12. The Court reserves the right to approve the Settlement with such modifications, if any, as may be agreed to by Class Counsel and counsel for Defendant and with or without future notice to Settling Class Members.

13. All Settling Class Members are hereby preliminarily enjoined from, directly or indirectly: (i) commencing, prosecuting, participating in (as a class member or otherwise), and/or assisting in any lawsuit or other proceeding against Defendant that asserts or purports to assert claims that (a) were alleged, asserted, described, set forth or referred to in this Litigation, and/or (b) are within the scope of the Release as embodied in section 8 of the Settlement; and (ii)

organizing or soliciting Settling Class Members or those who had previously excluded themselves from participation in this litigation into a separate class for purposes of pursuing, as a purported class action, a lawsuit or other proceeding on behalf of class members or those who opt-out that asserts or purports to assert claims that (a) were alleged, asserted, described, set forth or referred to in the class action litigation, and/or (b) are within the scope of the Release, as embodied in section 8 of the Settlement.

SO ORDERED.

Dated: 6/14/18

  
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The Honorable Daniel H. Mabley  
District Court Judge  
Hennepin County District Court