

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

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

Case No.: 27-cv-15-18990

Plaintiff,

Case Type: Civil Other

v.

*The Honorable Daniel H. Mabley,
presiding*

Payday America, Inc.,

**FINAL ORDER APPROVING CLASS
SETTLEMENT AND ATTORNEY'S
FEES, COSTS
AND CLASS REPRESENTATIVE
SERVICE AWARD**

Defendant.

This matter coming before the Court upon motions by Plaintiff Jason Dobosenski, individually and on behalf of a class of persons, for Final Approval of Class Action Settlement and for Attorney's Fees, Costs, and Class Representative Service Award, a hearing on the fairness of the proposed Settlement having been held on August 24, 2018, at which objectors to the Settlement could appear or be heard, and the Court being fully advised in the premises, the Court hereby finds and orders that:

1. On June 14, 2018, this Court entered an order preliminarily approving a Settlement between Plaintiff Jason Dobosenski, on behalf of himself and all others similarly situated and Defendant Payday America, Inc. ("Payday"). This order preliminarily approved the Settlement, approved a form of Settlement Notice (as specified in the Settlement Agreement, which is hereby incorporated by reference in this Order as if fully set forth herein¹), authorized the sending of the Settlement Notice, and ruled that the Settlement Notice complies with the terms of the Settlement Agreement and due process.

¹ First-letter capitalized terms in this Order shall, unless otherwise defined herein, have the same meaning and definition as in the Settlement Agreement.

2. The Court scheduled a final approval hearing, or Fairness Hearing, for August 24, 2018, at 8:45 a.m., and directed the parties to notify the class members of this Fairness Hearing as part of the Settlement Notice.

3. The Court finds that the parties, through the class administrator, in accordance with the terms of the Settlement Agreement and the Preliminary Approval Order, caused Notice of the settlement between the parties to be timely sent on June 29, 2018 by email notice to 23,642 class members, and U.S mail notice sent to 9,803 class members. For the email Notices that were returned as undeliverable, the claims administrator mailed the Notice to mailing addresses contained in Defendant's records. For the mailed Notices that were returned undeliverable and without a forwarding address, the class administrator conducted address verification searches (commonly referred to as "skip traces") in an attempt to located updated addresses. For those who the class administrator was able to locate new addresses, the Notices were re-mailed via U.S. first class mail to the updated address.

4. Sixteen people opted out of this litigation.

5. On August 24, 2018, the Court held a Fairness Hearing to which all class members, including those with objections, were invited. The Court received no objections from class members, and no class members or their separate counsel appeared at the Fairness Hearing. Class Counsel and counsel for Defendant appeared at the Fairness Hearing.

6. The Court, being fully advised and having afforded class members an opportunity to object, hereby finds that the settlement is fair and reasonable under Rule 23 of the Minnesota Rules of Civil Procedure, the Settlement Notice sent to Class Members satisfies the requirements of Rule 23 and due process, and the parties have fully complied with the June 14 Preliminary Approval Order.

7. The Court finds that the Settlement Notice given provided the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to members of the class. Under these circumstances, it is fair and reasonable to make the Settlement Agreement and its release of claims binding on all class members whether or not they actually received Settlement Notice. The Court finds that the settlement and the Court's granting of the Final Approval Order and Judgment of Dismissal is binding on all class members, whether or not they received actual notice of the settlement, the Final Approval Order, or the Judgment of Dismissal.

8. The Court finds the Settlement Agreement to be fair and made in good faith. This litigation was hard fought for nearly three years. The Court finds that there has been no collusion between the parties in reaching the Settlement Agreement.

9. The Court hereby finds that the settlement is fair, reasonable, and adequate and is in the best interests of the class. The Court approves the Settlement Agreement submitted by the parties and orders the parties to perform their obligations pursuant to the Settlement Agreement.

10. The class as defined in Order granting Plaintiff's Motion for Class Certification, dated April 26, 2017, is adjudged a final and permanent class for purposes of this litigation, as well as for this Final Approval Order and the Judgment of Dismissal.

11. Payment to Class Counsel in the amount of \$707,787.17 for attorneys' fees and \$27,212.83 in unreimbursed litigation costs incurred in prosecution of this litigation is hereby approved as reasonable compensation for Class Counsel's work and expenses incurred. The class administrator shall pay to Class Counsel such attorneys' fees and litigation costs from the Settlement Fund, in accordance with the terms set forth in the Settlement Agreement. Class Counsel expended significant time and energy on litigating this action for the benefit of the class

and advanced litigation costs, all with no guaranty of recovering payment for either. Class Counsel's work since 2015 resulted in a settlement that provides substantial benefit and value to the class in accordance with the terms of the Settlement Agreement.

12. Payment for the continued administration of this settlement to the class administrator shall be made by Defendant separate and apart from the Settlement Fund.

13. Two payments in the amount of \$7,500 each to the current named Plaintiff and class representative, Jason Dobosenski, and to the former named Plaintiff and class representative, Randy Holte, from the Settlement Fund, in recognition of their past and current service to the class as representatives is approved as fair and reasonable. Mr. Dobosenski and Mr. Holte shall not be entitled to any other payments under the Settlement Agreement.

14. All class members are bound by this Final Approval Order and the Judgment of Dismissal. They are further bound by the terms of the Settlement Agreement including, but not limited to, its release of claims provisions, as described in §§ II(B)(8)(a), II(B)(8)(b), and II(B)(8)(c) of the Settlement Agreement.

15. Plaintiff and class members hereby release the Defendant and the related entities and individuals identified in § II(A)(12) of the Settlement Agreement from all claims that were asserted or that could have been asserted in the litigation or which arise from or relate in any way to a loan obtained from Defendant during the class period.

16. A Judgment of Dismissal in the form attached hereto shall be entered herewith and shall dismiss this action with prejudice and without costs (other than what has been provided for in the Settlement Agreement and so ordered). By this Judgment of Dismissal, the Court dismisses the claims of Plaintiff and the class members against Defendant with prejudice and without costs.

17. Notice of entry of this Order and the ensuing Judgment of Dismissal has been given to Class Counsel on behalf of the class. It shall not be necessary to send notice of entry of this Final Approval Order or ensuing Judgment of Dismissal to individual members of the class.

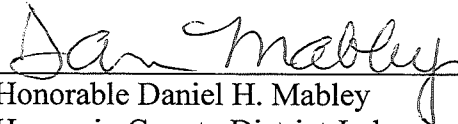
18. After entry of the Judgment of Dismissal, the Court shall retain jurisdiction over the construction, interpretation, implementation, enforcement, and any modification of the Settlement Agreement as needed, and to supervise and adjudicate any disputes arising from the disbursement of the Settlement Fund and the injunctive relief set forth in the Settlement Agreement.

19. In the event that (i) the Settlement Agreement is terminated pursuant to its terms; or (ii) the Settlement Agreement, Preliminary Approval Order, Final Approval Order, or Judgment of Dismissal are reversed, vacated, or modified in any material respect by this or any other court, then (a) all orders entered pursuant to the Settlement Agreement shall be vacated, including this Final Approval Order; (b) the instant action shall proceed as though a Settlement Agreement had never been reached; and (c) no reference to the Settlement Agreement, or any documents related thereto, shall be made for any purpose; provided, however, that if the parties to the Settlement Agreement agree to appeal an adverse ruling jointly and the Settlement Agreement, Final Approval Order, and Judgment of Dismissal are upheld on appeal in all material respects, then the Settlement Agreement, Final Approval Order, and Judgment of Dismissal shall be given full force and effect. In the event of (i) or (ii) in this Paragraph, all parties reserve all of their rights existing prior to the execution of the Settlement Agreement, and the doctrines of *res judicata* and collateral estoppel shall not be applied.

20. Neither the Settlement Agreement, this Order, nor any of their provisions, nor any of the documents (including, but not limited to, drafts of the Settlement Agreement, the

Preliminary Approval Order, the Final Approval Order, and the Judgment of Dismissal), negotiations, or proceedings relating in any way to the settlement, shall be construed as or deemed to be evidence of an admission or concession of any kind of any person, and shall not be offered or received in evidence, or subject to discovery, in this or any other action or proceeding except in an action brought to enforce its terms or except as may be required by law or court order.

DATE: 8/24/18

ENTERED: 
Honorable Daniel H. Mabley
Hennepin County District Judge