

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Scott Riley, Michelle Kunza, Venus
Colquitt-Montgomery, Jonathon Aldrich,
and Kendra Buettner, individually and on
behalf of the class,

Civil No. 16-4001 (DWF-LIB)

Plaintiffs,

**ORDER PRELIMINARILY
APPROVING THE SETTLEMENT**

v.

MoneyMutual, LLC, Selling Source, LLC,
and PartnerWeekly, LLC,

Defendants.

Plaintiffs Scott Riley, Michelle Kunza, Venus Colquitt-Montgomery, Jonathon Aldrich, and Kendra Buettner (“Plaintiffs” or “Class Representatives”), on behalf of themselves and the Class, and Defendants MoneyMutual, LLC, Selling Source, LLC, and PartnerWeekly, LLC (“Defendants”) (together with Plaintiffs, the “Parties”), have entered into a Settlement Agreement (the “Settlement Agreement”), providing for the settlement of this case.

Plaintiffs have moved for, and Defendants have indicated that they do not oppose, entry of this Order, which, *inter alia*, (a) appoints the Settlement Administrator, (b) provides for Notice of the settlement to be provided to the Class in accordance with the terms of the Settlement Agreement, (c) establishes procedures for objections to, and exclusions from, the proposed settlement, and (d) sets a date for the Final Fairness Hearing.

Having considered the terms of the Settlement Agreement in light of the issues presented by the pleadings, the record in this case, the complexity of the proceedings, the absence of any evidence of collusion between the Parties, and the experience of Class Counsel in this matter, and being preliminarily satisfied that the Settlement Agreement is fair, reasonable, and adequate, and being satisfied that the proposed Notice and plan for distribution is adequate and sufficiently informative as to the terms and effect of the proposed settlement, **IT IS HEREBY ORDERED** that:

1. This Court has jurisdiction over the subject matter of this Action pursuant to 28 U.S.C. §§ 1441, 1331, 1367 and 1332. This Court also has jurisdiction over all parties to this Action, including all members of the Class.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used in this Order will have the same meanings as set forth in the Settlement Agreement, unless otherwise defined in this Order.

3. Based on the Court's review of the Settlement Agreement, the Motion for Preliminary Approval (Doc. No. 296), the supporting brief, arguments of counsel and the entire record, the Court finds that the settlement is fair, reasonable, and adequate.

Plaintiffs' Motion to preliminarily approve the settlement (Doc. No. [296]) is

GRANTED.

4. American Legal Claim Services, LLC is appointed as the Settlement Administrator. By accepting this appointment, the Settlement Administrator has agreed to be subject to this Court's jurisdiction solely for the purposes of enforcement of the Settlement Administrator's obligations under the Settlement Agreement.

5. The Court finds that the forms of Notice to the Class regarding the settlement, and the methods of giving notice are reasonable. These forms and methods constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to the Class. They comply with Federal Rule of Civil Procedure 23, and due process requirements.

6. The Settlement Administrator shall distribute the Notices in the manner described in the Settlement Agreement. Such Notices shall be substantially in the form of Exhibits A-C to the Settlement Agreement. Non-substantive changes may be made to the Notices by agreement of Parties without further order of this Court.

7. The Court finds and determines that the method of providing for opt-outs specified in the Settlement Agreement is reasonable and appropriate and satisfies the requirements of due process and Federal Rule of Civil Procedure 23. The Court explicitly adopts and incorporates the process as if set forth fully herein.

8. Plaintiffs' Motion for Final Approval shall include as an exhibit, a sworn declaration from the Settlement Administrator, detailing what the Administrator did to provide Notice, the number of objections and opt-outs received, attaching copies of the same thereto, and the number of Claim Forms received.

9. If the Court does not enter Final Judgment of the settlement, without material modification, or if the Final Judgment is reversed in whole or in part on appeal, the Parties will be returned to their positions *status quo ante* with respect to the Action as if the settlement had not been entered into. In the event that Final Approval is not granted, (a) any Court order preliminarily or finally approving the settlement, and any

other orders entered pursuant to the Settlement Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or for any other purpose, and (b) the Settlement Agreement will become null and void, and the fact of the settlement, or any information disclosed or exchanged as part of the settlement negotiations or approval process shall not be used or cited thereafter by any person or entity for any purpose. In addition, if the Final Judgment is reversed in whole or in part on appeal, the release of claims set forth in the Settlement Agreement shall be rescinded.

10. A hearing (“Fairness Hearing”) shall be held before this Court on April 2, 2020, at 9:00 a.m., to hear objections and determine (a) whether the proposed settlement and compromise of this Action as set forth in the Settlement Agreement is fair, reasonable, and adequate to the Class and should be finally approved by the Court, (b) whether the Final Judgment should be entered approving the settlement, dismissing the Action on the merits and with prejudice, (c) to determine whether the release of claims as set forth in the Settlement Agreement should be approved, (d) the amount of attorneys’ fees and costs reasonably incurred in the litigation to be paid to Class Counsel, (e) the amount of expenses reasonably incurred in the administration of the settlement to be paid to the Settlement Administrator, (f) the amount of the Service Awards to be paid to the Class Representatives, and (g) such other matters as the Court deems appropriate.

11. Any interested person who has not opted out of the Class may appear at the Fairness Hearing to show cause why the proposed settlement should or should not be approved as fair, reasonable, and adequate.

12. All Class members will have the right to be excluded from, *i.e.*, to opt out of, the settlement. Each Class member who elects to opt out of the settlement must send, via U.S. mail, written notice addressed to the Settlement Administrator indicating his or her name and address and stating that he or she desires to opt out of the settlement or otherwise does not want to participate in the settlement. Any Class member who does not timely (as measured by the postmark on that individual's written notice) opt out of the settlement by written notice, correctly directed to the Settlement Administrator and containing the requisite information, shall remain a member of the Class and shall be bound by any orders of the Court about the settlement or the Class. In no event shall Class members who purport to opt out of the settlement as a group, aggregate, collective, or class involving more than one Class member be considered a successful or valid opt out. Any Class member who fails to timely and validly opt out of the Class shall be bound by the terms of this settlement.

13. Any Class member who wishes to object to the settlement must not opt out of the settlement and must postmark a written statement of objection and mail it by first class mail to the Settlement Administrator no later than the Objections Deadline. The objection must state the case name and number, the basis for the objection, the name, address, telephone number, and email address of the Class member making the objection. In addition, any objection must be personally signed by the Class member and, if represented by counsel, then by counsel. If the Class member is represented by counsel, the objection must also include counsel's full name, address, phone number, and email address. Any Class member who fails to make objections in the manner specified above

shall be deemed to have waived any objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the settlement. No Class member shall be entitled to contest in any way the approval of the terms and conditions of this Agreement or the Court's Final Approval Order or Final Judgment except by mailing written objections in accordance with the provisions of the Agreement.

14. No payments or other consideration shall be provided to any objector or to counsel for any objector to the settlement in connection with the objector withdrawing an objection, foregoing the right to appeal an objection, or withdrawing an appeal unless such payment is disclosed to and approved by the Court.

15. Class Counsel's request for approval of attorneys' fees, costs, and settlement administration expenses, shall be filed on or before two weeks prior to the Opt Out & Objection Deadline.

16. All proceedings in this Action other than such as may be necessary to carry out the terms and conditions of this Order or the responsibilities incidental thereto are stayed and suspended as between the Parties until further order of the Court.

17. The Court expressly reserves its right to adjourn the Fairness Hearing from time to time without further notice other than to counsel of record and to approve the proposed settlement and request for attorneys' fees and expenses at or after the originally scheduled Fairness Hearing.

18. The Court retains exclusive jurisdiction over the Action and all matter arising out of or connected with the propose settlement.

Dated: December 3, 2019

s/Donovan W. Frank
DONOVAN W. FRANK
United States District Judge