

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JASON DOUGLAS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

THE WESTERN UNION COMPANY, a
Delaware corporation,

Defendant.

Case No.: 1:14-cv-01741

Honorable Gary Feinerman

FINAL ORDER AND JUDGMENT

1. This Final Order and Judgment incorporates by reference the Settlement Agreement, including all definitions therein, and all capitalized terms used, but not defined herein, shall have the same meanings as in the Settlement Agreement.

2. This Court has jurisdiction over Plaintiff, Western Union, Settlement Class Members, and the claims asserted in the Litigation.

3. The Settlement Agreement was entered into in good faith following arm's-length negotiations and is non-collusive.

4. The Court approves the following Settlement Class for settlement purposes only:

All Persons in the United States who received one or more text messages sent by or on behalf of Western Union between March 12, 2010 and November 10, 2015, so long as that person falls within one or both of these categories: (1) the person obtained a Western Union online account and did not enroll in the Western Union loyalty program; and (2) the person conducted an online transaction with Western Union without authorizing Western Union to send a text message, and then received a text message stating that the intended recipient did not retrieve the money transfer.

5. The Court finds that class certification solely for purposes of settlement is appropriate in that: (a) the class is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the class that predominate over any questions affecting only individual class members; (c) Plaintiff's claims are typical of the claims of the Settlement Class; (d) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and (e) a class action is the superior method for the fair and efficient adjudication of this controversy.

6. Pursuant to Federal Rule of Civil Procedure 23, this Court hereby approves the Settlement set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, reasonable, and adequate and consistent and in compliance with all requirements of due process and applicable law, as to and in the best interests of all Parties for the reasons more fully set forth in the Court's opinion of August 31, 2018 (Docket No. 146), which are incorporated herein by reference. The Court therefore directs the Parties and their counsel to implement and consummate this Settlement Agreement in accordance with its terms and provisions.

7. The Court finds that the Settlement Class Notice Program, including the supplemental notice directed by the Court: (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Litigation, of their right to object to or exclude themselves from the proposed Settlement, of their right to appear at the Fairness Hearing and of their right to seek monetary and other relief; (c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all requirements of due process and any other applicable law.

8. The Court approves the Claim Form that was distributed to the Settlement Class and provided to the Court with Plaintiff's Motion For Preliminary Approval Of Class Action Settlement (Docket No. 52, Ex. 6).

9. The Court approves the Opt-Out List previously provided to the Court (Docket No. 96, Ex. 3.E) and determines that the Opt-Out List is a complete list of all members of the Settlement Class who have timely requested exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Order and Judgment, except for Opt-Outs who subsequently elect to submit Claim Forms during the Claim Period.

10. In accordance with the Court's prior Order, the Available Cash Award Total in the Net Settlement Fund available to pay Cash Awards totaled \$7,516,803. (Docket No. 146 at 32.) After reduction to the Net Settlement Fund by Epiq's additional expenses of \$75,986.50, (Docket Nos. 191, 193), each of the 30,024 eligible claimants will receive a Cash Award of \$247.83. Pursuant to the Court's prior Order, Plaintiff and Class Representative Douglas shall receive \$5,000.00. (Docket No. 146.) Class Counsel shall receive \$425,000.00 (*Id.*) Epiq shall receive \$629,183.50. (Docket Nos. 191, 193.)

11. Plaintiff and the Settlement Class Members have conclusively compromised, settled, dismissed and released any and all Released Claims against Western Union and the Released Persons.

12. Upon entry of this Final Order and Judgement, Plaintiff and all Settlement Class Members, whether or not they returned a Claim Form within the time and in the manner provided for, shall be bound by the release and discharge of claims set forth in Section X, Paragraph B of the Settlement Agreement and shall be barred from asserting any Released Claims against Western

Union and/or any Released Persons, and any such Settlement Class Members shall have released any and all Released Claims as against Western Union and all Released Persons.

13. This Final Order and Judgment bars and permanently enjoins all Settlement Class Members from (a) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims; and (b) organizing Settlement Class Members who have not excluded themselves from the Settlement Class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency.

14. Any Person who knowingly violates such injunction shall pay the attorneys' fees and costs incurred by Western Union and/or any other Released Persons and Class Counsel as a result of the violation.

15. Without affecting the finality of the Final Order and Judgment for purposes of appeal, reserves jurisdiction over the Settlement Administrator, Western Union, Plaintiff and the Settlement Class Members as to all matters relating to the administration, consummation, enforcement and interpretation of the terms of the Settlement, the Settlement Agreement and Final Order and Judgment and for any other necessary purposes.

16. The Settlement Agreement and the Settlement provided for therein and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by Western Union or any Released Persons or of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to this Settlement Agreement and the Settlement provided for therein in such proceedings solely as may be necessary to effectuate the Settlement Agreement.

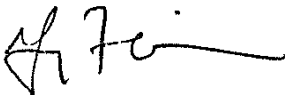
17. The Parties are authorized, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of this Settlement Agreement and all exhibits hereto as (a) shall be consistent in all material respects with the Final Order and Judgment; and (b) do not limit the rights of the Parties or Settlement Class Members.

18. The Court dismisses the Litigation now pending before the Court on the merits and with prejudice and without fees or costs except as provided herein, in accordance with the terms of the Final Order and Judgment.

19. Pursuant to Fed. R. Civ. P. 58, the Court hereby directs the Clerk of the Court to enter a judgment approving the Settlement and dismissing this Litigation with prejudice, in accordance with this Final Order and Judgment.

IT IS SO ORDERED:

Dated: October 5, 2020



The Honorable Gary Feinerman
United States District Court Judge
Northern District of Illinois, Eastern Division