

Douglas v. The Western Union Company (the “Litigation”) and the proposed Settlement to the Settlement Class and to hold a full hearing on the proposed Settlement.

3. For settlement purposes only, conditioned upon final certification of the proposed class and upon Final Judgment, the Court finds that the Litigation may be maintained on behalf of the following class:

All Persons in the United States who received one or more unsolicited text messages sent by or on behalf of Western Union between March 12, 2010 and the date of Preliminary Approval

The following individuals and entities are specifically excluded from the Settlement Class: (i) The Western Union Company, its parents, subsidiaries, affiliates, officers, directors, distributors, retailers, and resellers; (ii) any person or entity who purchased the Product for purpose of resale; (iii) the judge to whom this case is assigned and any immediate family members thereof; or (iv) any Person who has submitted a valid request for exclusion.

4. The Court recognizes that Defendant The Western Union Company (“Defendant”) reserves all of its defenses and objections against and rights to oppose any request for class certification in the event that the proposed Settlement does not become Final for any reason. Defendant also reserves all its defenses to the merits of the claims asserted in the event the Settlement does not become Final for any reason.

5. For settlement purposes only, the Court preliminarily appoints Plaintiff Jason Douglas (“Plaintiff”) as representative of the Settlement Class.

6. For settlement purposes only, the Court preliminarily appoints the following attorney to act as Class Counsel for the Settlement Class:

Joseph J. Siprut
SIPRUT PC
17 North State Street
Suite 1600
Chicago, Illinois 60602

7. The Court appoints Epiq Systems, Inc. as the Settlement Administrator, who will be an agent of the Court and subject to the Court's supervision and direction as circumstances may require.

8. Notice shall be provided to the Settlement Class by December 23, 2015 within forty-five (45) days after entry of this Order (the "Notice Date"). Notice shall be in a form substantially the same as the Notice attached to the Motion as Exhibits 3 through 6 and shall be effectuated as follows:

- a. Within fourteen (14) days after entry of this Order, Defendant shall provide the Settlement Administrator with the list of members of the Settlement Class (the "List");
- b. Within forty-five (45) days after entry of this Order, the Settlement Administrator shall cause direct notice, in the form of Exhibit 3 attached to the Motion, to be sent via email to members of the Settlement Class for whom e-mail addresses are provided on the List.
- c. Within forty-five (45) days after entry of this Order, the Settlement Administrator shall cause direct notice, in the form of Exhibit 4 attached to the Motion, to be sent via U.S. Mail at the address provided on the List to members of the Settlement Class for whom physical addresses are provided on the List.

9. The form and content of the Notice are fair and reasonable, and Notice shall be disseminated to the Settlement Class as due process and Rule 23 of the Federal Rules of Civil Procedure require and in accordance with the Agreement.

10. The Court finds that the Notice and Notice Plan meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all potential members of the Settlement Class. The Notice is reasonably calculated, under the circumstance, to apprise the Settlement Class: (a) of the pendency of the Litigation and the essential terms of the Settlement; (b) of the procedures for allocating the Settlement Fund; (c) of any requested amounts for Attorneys' Fee Award and Incentive Awards; (d) of their right to exclude themselves from the Settlement Class and the proposed Settlement; (e) that any judgment, whether favorable or not, will bind all members of the Settlement Class who do not request exclusion; (f) that any member of the Settlement Class who does not request exclusion may object to the Settlement, the request for attorneys' fees and costs and/or the service award and, if he or she desires, enter an appearance personally or through counsel; and (g) prominently display the address of Class Counsel and the Settlement Administrator as well as the procedure for making inquiries. The Court further finds that the notices are written in plain English and are readily understandable by members of the Settlement Class.

11. By March 30, 2016, the Settlement Administrator shall file a declaration with the Court attesting to the: (a) completion of Notice, including publication and, if applicable, sending Direct Notice; and (b) number of valid claims, opt-outs, and objections.

12. The Court approves the Claim Form in substantially the same form as the Claim Form attached to the Motion as Exhibit 6. Any member of the Settlement Class who wishes to receive benefits under the Agreement must sign and return a complete and timely Claim Form in compliance with the process set forth in the Agreement, and such Claim Form shall be postmarked or submitted online no later than sixty (60) days after the Notice Date. Any

Settlement Class Member who does not submit a complete and timely Claim Form in compliance with the Agreement shall not be entitled to any benefits under the Settlement, but nonetheless shall be barred by the release provisions of the Agreement and the Final Judgment and shall be deemed to have released the Released Parties from the Released Claims.

13. Any member of the Settlement Class who wishes to opt out or exclude himself or herself from the Settlement Class must submit an appropriate, timely request for exclusion sent to the Settlement Administrator at the address on the Notice and to be postmarked no later than sixty (60) days after the Notice Date (the “Opt-Out/Objection Deadline”). The opt-out request must (a) identify the member of the Settlement Class by name, address, and phone number and (b) state that he or she wishes to be excluded from the Settlement Class. A timely and valid request to opt out of the Settlement Class shall preclude the person opting out from participating in the proposed Settlement and he or she will be unaffected by the Agreement. The Settlement Administrator shall compile a list of all members of the Settlement Class who properly and timely submit an opt-out request (the “Exclusion List”).

14. Any member of the Settlement Class who does not submit a timely and valid written request for exclusion shall be bound by all subsequent proceedings, orders and judgments in this Litigation, regardless of whether he or she currently is, or subsequently becomes, a plaintiff in any other lawsuit, arbitration or other proceeding against any of the Released Parties asserting any of the Released Claims.

15. The Settlement Administrator shall provide the Exclusion List to Class Counsel and Defendant’s Counsel no later seven (7) days after the Opt-Out/Objection Deadline and shall file the Exclusion List along with an affidavit attesting to the completeness and accuracy thereof with the Court no later than March 30, 2016.

16. Any Settlement Class Member who does not properly and timely submit an opt-out request and who wishes to object to the fairness, reasonableness or adequacy of the Agreement or the proposed Settlement or who wishes to object to the award of attorneys' fees and expenses or Plaintiff's service award must file with the Court and serve on Class Counsel and Defendant's Counsel, postmarked no later than the Opt-Out/Objection Deadline, a written statement of the objection signed by the Settlement Class Member containing all of the following information:

(a) A caption or title that identifies it as "Objection to Class Settlement in *Douglas v. The Western Union Company* (Case No. 14-cv-1741);"

(b) The objector's full name, address, email address, telephone number, and his or her counsel's name, address, email address, and telephone number;

(c) A written statement detailing each objection, the facts supporting them, the legal basis on which they are based, and the relief requested; and

(d) A written statement detailing whether he or she intends to appear at the Fairness Hearing, either with or without counsel.

17. Any objections must be appropriately filed with the Court no later than the Opt-Out/Objection Deadline, or alternatively they must be mailed to the Court at the address below and postmarked no later than the Opt-Out/Objection Deadline.

Clerk of Court
United States District Court for the Northern District of Illinois
219 South Dearborn Street
Chicago, Illinois 60604
Attention: "*Douglas v. The Western Union Company*, Case No. 14-cv-1741"

A copy of the objection, postmarked no later than the Opt-Out/Objection Deadline, must also be mailed to the Settlement Administrator at the post office box described further below.

18. No person shall be heard and no paper or brief submitted by any objector shall be received or considered by the Court unless such person has filed with the Clerk of Court the written statement of objections as described above, together with copies of any supporting materials, papers or briefs. Any Settlement Class Member who without good cause does not file a written objection in the time and manner described above shall be: (a) deemed to have waived and forfeited any objections to the proposed Settlement; (b) foreclosed from raising any objection to the proposed Settlement at the Fairness Hearing; (c) bound by all of the terms of the Agreement and by all proceedings, orders and judgments by the Court; and (d) foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

19. Any objecting Settlement Class Member who intends to appear at the Fairness Hearing, either with or without counsel, must also file a notice of intention to appear with the Court postmarked no later than the Opt-Out/Objection Deadline, which notice shall be filed with, or mailed to, the Clerk of the Court, with copy to the Settlement Administrator, as set forth above.

(a) If the objecting Settlement Class Member intends to appear at the Fairness Hearing through counsel, he or she must also identify any attorney representing the objector who will appear at the Fairness Hearing and include the attorney(s) name, address, phone number, e-mail address and state bar(s) to which counsel is admitted. Any attorney hired by a Settlement Class Member for the purpose of objecting to the Agreement or to the proposed Settlement or to the attorneys' fees and expenses will be at the Settlement Class Member's own expense; and

(b) If the objecting Settlement Class Member intends to request the Court allow the Class Member to call witnesses at the Fairness Hearing, the objecting Class Member must provide a list of any such witnesses together with a brief summary of each witness's

expected testimony no later than March 30, 2016. If a witness without good cause is not identified in the notice of appearance, such witness shall not be permitted to object or appear at the Fairness Hearing.

20. The Settlement Administrator will establish a post office box to be used for receiving requests for exclusion or objections, Claim Forms and any other communications relating to this Settlement.

21. The Court preliminarily enjoins all members of the Settlement Class unless and until they have timely excluded themselves from the Settlement Class from (i) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant or class member in any other lawsuit or arbitration 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 (ii) filing, commencing, participating in or prosecuting a lawsuit or arbitration proceeding as a class action on behalf of any member of the Settlement Class who has not timely excluded himself or herself (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. Any Person who knowingly violates such injunction shall pay the attorneys' fees and costs incurred by Western Union, any other Released Person and Class Counsel as a result of the violation. This Order is not intended to prevent members of the Settlement Class from participating in any action or investigation initiated by a state or federal agency.

22. A hearing to determine (a) whether the Settlement Class should be finally certified pursuant to Rule 23 of the Federal Rules of Civil Procedure and (b) whether the

proposed Settlement is fair, reasonable and adequate (the “Fairness Hearing”) shall be conducted in the United States Courthouse, United States District Court for the Northern District of Illinois, Eastern Division, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois, 60604, Courtroom 2125, commencing on April 8, 2016, at 10:00 a.m.

23. The Court may reschedule the Fairness Hearing without further written notice. If the Fairness Hearing is rescheduled from the currently scheduled date, information regarding a rescheduled Fairness Hearing will be posted on the Court’s docket and on the settlement website.

24. Papers in support of the final approval of the Settlement, including responses to objections, shall be filed with the Court no later than March 30, 2016.

25. An application of Class Counsel for an award of fees and expenses shall be filed with the Court no later than fourteen (14) days before the Opt-Out/Objection Deadline.

26. All discovery and other pre-trial proceedings in this Litigation are stayed and suspended pending the Fairness Hearing, except such actions as may be necessary to implement the Agreement and this Order.

27. Defendant shall file proof of compliance with the notice requirements of The Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §1715(b), no later than March 30, 2016.

28. This Order shall become null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if (a) the proposed Settlement is not finally approved by the Court, or does not become Final, pursuant to the terms of the Agreement or (b) the proposed Settlement is terminated in accordance with the Agreement or does not become effective as required by the terms of the Agreement for any other reason. In any such event, the proposed Settlement and Agreement shall become null and void and be of no further force and effect, and

neither the Agreement nor the Court's orders, including this Order, shall be used or referred to for any purpose whatsoever.

29. Neither the Agreement, nor any of its terms or provisions, nor any of its exhibits, nor any of the negotiations or proceedings connected with it, nor this Order shall be construed as an admission or concession by any Defendant of the truth of any of the allegations in the Litigation, or of any liability, fault, or wrongdoing of any kind, or of the appropriateness of the certification of the Settlement Class for purposes other than for settlement. This Order shall not be construed or used as an admission, concession or declaration by or against any of the Released Parties of any fault, wrongdoing, breach, or liability.

30. The terms and provisions of the Agreement may be amended by agreement of the Parties in writing or with approval of the Court without further notice to the Settlement Class, if such changes are consistent with this Order and do not limit the rights of the Settlement Class.

IT IS SO ORDERED:

11/10/2015



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