

*Class Action Settlement Agreement – Wesley v. Snap Finance LLC*

**CLASS ACTION SETTLEMENT AGREEMENT**

Brandi Wesley (“Plaintiff”) and Snap Finance LLC (“Defendant”) enter into this arm’s-length class action settlement agreement (“Agreement”).

**1. Recitals:**

- 1.1. On March 6, 2020, Plaintiff filed a class action complaint against Defendant, which she later amended, styled *Brandi Wesley, on behalf of herself and others similarly situated, v. Snap Finance, LLC*, Case No. 2:20-cv-00148-CMR (D. Utah) (the “Lawsuit”), through which Plaintiff alleges that Defendant violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227.
- 1.2. Subsequently, the United States District Court for the District of Utah (the “Court”) granted, in part, Plaintiff’s motion for class certification and appointment of class counsel, and certified the following class: “All persons throughout the United States (1) to whom Snap Finance LLC placed, or caused to be placed, a call, (2) directed to a number assigned to a cellular telephone service, but not assigned to a current or former Snap Finance LLC account holder, (3) in connection with which Snap Finance LLC used an artificial or prerecorded voice, (4) from September 1, 2019 through September 21, 2021.”
- 1.3. Defendant denies the material allegations included in the Lawsuit.
- 1.4. Plaintiff and Defendant now intend to settle and finally resolve all claims Plaintiff asserts through the Lawsuit.
- 1.5. Aware of the substantial expense, delay, and inherent risk associated with litigation, Plaintiff and her counsel recognize that in light of the recovery that results from the settlement memorialized by this Agreement, continued litigation is not in the best interest of members of the settlement class that is the subject of this Agreement.
- 1.6. Also aware of the substantial expense, delay, and inherent risk associated with litigation, Defendant intends to buy peace by entering into the settlement memorialized by this Agreement.
- 1.7. Plaintiff and her counsel believe that the settlement memorialized by this Agreement is fair, adequate, and reasonable.
- 1.8. Plaintiff and Defendant agree to undertake all steps necessary to the secure the Court’s approval of the settlement memorialized by this Agreement.
- 1.9. This Agreement is not to be construed as an admission or concession by Plaintiff that there is any infirmity in the claims she asserts through the Lawsuit.

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- 1.10. The settlement memorialized by this Agreement is not to be construed as an admission or concession by Defendant regarding liability or wrongdoing, and Defendant denies any liability, denies that it violated the TCPA, and denies any other wrongdoing.

**2. Definitions:**

- 2.1. “Approved Claim Form” means a claim form that a Settlement Class Member timely submits, and that the Claims Administrator approves for payment.
- 2.2. “Claims Administrator,” subject to the Court’s approval, means KCC Class Action Services, LLC.
- 2.3. “Claim Form” means the form that Settlement Class Members must submit to obtain a monetary recovery in connection with the settlement memorialized by this Agreement.
- 2.4. “Class Counsel” means Greenwald Davidson Radbil PLLC.
- 2.5. “Class Notice” means the notice that the Court approves in a form substantially similar to Exhibit 1 to this Agreement, which includes a postcard notice with detachable claim form, and a question-and-answer notice to appear on the dedicated settlement website.
- 2.6. “Fairness Hearing” means the hearing that the Court conducts under Federal Rule of Civil Procedure 23 to consider the fairness, adequacy, and reasonableness of the settlement memorialized by this Agreement.
- 2.7. “Finality Date” means the date after which the Court enters a final order and judgment and the time to appeal the final order and judgment expires without appeal, or any appeal is dismissed, or the final order and judgment is affirmed and not subject to review by any court.
- 2.8. “Final Order and Judgment” means the final order and judgment that the Court enters in a form substantially similar to Exhibit 3 to this Agreement.
- 2.9. “Order Preliminarily Approving the Settlement” means the order, in a form substantially similar to Exhibit 2 of this Agreement, preliminarily approving the settlement memorialized by this Agreement and authorizing the dissemination of class notice.
- 2.10. “Preliminary Approval Date” means the date the Court enters the Order Preliminarily Approving the Settlement.
- 2.11. “Released Parties” means Snap Finance LLC, Snap RTO LLC, Snap Finance Holdings LLC, Snap Second Look LLC, Snap U.S. Holdings, LLC and each of their respective past, present, and future parents, subsidiaries, affiliated companies, and corporations, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers,

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shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns or related entities, and each of their respective executors, successors, assigns and legal representatives.

- 2.12. “Released Claims” means all claims that Plaintiff has asserted or could have asserted against Defendant in the Lawsuit and all claims that Settlement Class Members have asserted or could have asserted that stem from the calls placed by Defendant at issue in the Lawsuit, which Settlement Class Members have, or had, under the TCPA, from September 1, 2019 through June 14, 2022.
- 2.13. “Releasors” means Plaintiff and every Settlement Class Member who does not timely and validly opt out of the Settlement Class.
- 2.14. “Settlement” means the settlement memorialized by this Agreement.
- 2.15. “Settlement Class” means the class that the Court certifies for settlement purposes, the definition of which the parties propose as:

All persons throughout the United States (1) to whom Snap Finance LLC placed, or caused to be placed, a call, (2) directed to a number assigned to a cellular telephone service, but not assigned to a current or former Snap Finance LLC accountholder, (3) in connection with which Snap Finance LLC used an artificial or prerecorded voice, (4) from September 1, 2019 through June 14, 2022.

- 2.16. “Settlement Class Members” mean all members of the Settlement Class.

**3. Jurisdiction:**

- 3.1. The parties agree that the Court has, and will continue to have, jurisdiction to issue any order necessary to effectuate, consummate, and enforce the terms of the Settlement, to approve attorneys’ fees, costs, expenses, and an incentive award, and to supervise the administration and distribution of proceeds associated with the Settlement.

**4. Certification:**

- 4.1. Plaintiff and Defendant agree to certification of the Settlement Class for settlement purposes only.
- 4.2. Defendant believes that there are approximately 64,845 unique cellular telephone numbers to which it placed a call, from September 1, 2019 through June 14, 2022, in connection with which it used an artificial or prerecorded voice, and for which Defendant’s records contain a wrong number notation.
- 4.3. Defendant believes that there are substantially fewer Settlement Class Members than the approximately 64,845 unique cellular telephone numbers identified.

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- 4.4 Defendant will deliver to Class Counsel, within 14 days of mutual execution of this Agreement, a list of the unique cellular telephone numbers—to which it placed a call, from September 22, 2021 through June 14, 2022, in connection with which it used a prerecorded voice, and for which Defendant’s records contain a wrong number notation—and the names Defendant associates with those telephone numbers in a form similar to that which it delivered “additional ‘wrong number’ data from Snap’s records” to Class Counsel on May 25, 2022.

**5. Preliminary Approval:**

- 5.1. Plaintiff will file an unopposed motion to preliminarily approve the Settlement.
- 5.2. Through her motion to preliminarily approve the Settlement, Plaintiff will request that:

The Court preliminarily certify the Settlement Class for settlement purposes only, confirm Plaintiff as the representative for the Settlement Class, and confirm Class Counsel as counsel for the Settlement Class;

The Court preliminarily approve the Settlement as fair, reasonable, and adequate, and within the reasonable range of possible final approval;

The Court approve the Class Notice and find that the proposed notice plan constitutes the best notice practicable under the circumstances, and that it satisfies due process and Rule 23 of the Federal Rules of Civil Procedure;

The Court set the date and time for the Fairness Hearing; and

The Court set the deadline for Settlement Class Members to file Claim Forms and to submit exclusions and objections to the Settlement.

- 5.3. Neither Plaintiff nor Defendant will take any action inconsistent with Plaintiff’s motion to preliminarily approve the Settlement.

**6. Class Action Fairness Act Notice:**

- 6.1. Defendant will be responsible for serving the Class Action Fairness Act (“CAFA”) notice required by 28 U.S.C. § 1715 within ten days after Plaintiff files her unopposed motion to preliminarily approve the Settlement.
- 6.2. Defendant will provide Class Counsel with a copy of the CAFA notice no later than two days after it is served.
- 6.3. Defendant will also file with the Court, at least thirty days prior to the Fairness Hearing, a notice attesting to its compliance with CAFA.

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**7. Notice to Members of the Settlement Class:**

7.1. The Claims Administrator will be responsible for all matters relating to the administration of the Settlement.

7.2. The Claims Administrator's responsibilities will include, but will not be limited to:

Disseminating notice to potential Settlement Class Members;

Performing an initial reverse lookup process for the approximately 64,845 telephone numbers identified by Defendant as associated with potential Settlement Class Members;

Depending on the results of the initial reverse lookup process, and to ensure appropriate reach, possibly performing a second reverse look up process for certain of the approximately 64,845 telephone numbers identified by Defendant as associated with potential Settlement Class Members;

Sending direct mail notice by postcard, with a detachable Claim Form, to potential Settlement Class Members, where possible;

Issuing publication notice;

Establishing both a dedicated website through which Settlement Class Members can submit claims and a toll-free telephone number for informational purposes;

Fielding inquiries about the Settlement;

Processing settlement claims;

Acting as a liaison between Settlement Class Members, Class Counsel, and counsel for Defendant;

Approving settlement claims, and rejecting settlement claims where there is evidence of fraud;

Directing the mailing of settlement checks to Settlement Class Members; and

Performing any other tasks reasonably required of it.

7.3. The addresses of potential Settlement Class Members obtained by the Claims Administrator may be subject to confirmation or updating as follows:

The Claims Administrator may check each address obtained against the United States Post Office National Change of Address Database;

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The Claims Administrator may conduct a reasonable search to locate an updated address for any potential Settlement Class Member whose notice is returned as undeliverable;

The Claims Administrator will update addresses based on any forwarding information received from the United States Post Office; and

The Claims Administrator will update addresses based on any requests received from Settlement Class Members.

- 7.4. The Claims Administrator will provide weekly updates to Class Counsel and counsel for Defendant regarding the status of its administration.
- 7.5. Not later than thirty days following the Preliminary Approval Date, the Claims Administrator will mail the Class Notice and a Claim Form to potential Settlement Class Members, where possible;
- 7.6. The postcard the Claims Administrator uses to mail the Class Notice and Claim Form to potential Settlement Class Members must include a notation requesting address correction.
- 7.7. If any Class Notice is returned with a new address, the Claims Administrator must resend the Class Notice and a Claim Form to the new address.
- 7.8. Defendant is responsible for any amounts due to the Claims Administrator prior to the date on which the non-reversionary Settlement Fund is established and funded.
- 7.9. Defendant will be entitled to an offset for any payments it makes to the Claims Administrator prior to the date on which the non-reversionary Settlement Fund is established and funded, from the non-reversionary Settlement Fund once it is established and funded.
- 7.10. The parties will not make statements of any kind to any third party regarding the Settlement prior to the filing of a motion for preliminary approval with the Court, with the exception of potential claims administrators. The parties may make public statements to the Court as necessary to obtain preliminary or final approval of the Settlement, and Class Counsel will not be prohibited from communicating with any Settlement Class Member regarding the Lawsuit or the Settlement.

**8. Publication of Class Notice:**

- 8.1. Not later than thirty days following the Preliminary Approval Date, the Claims Administrator will arrange for publication of the Class Notice.

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**9. Settlement Website:**

- 9.1. Not later than fourteen days following the Preliminary Approval Date, the Claims Administrator will build and maintain a dedicated website that includes downloadable information and documents necessary to submit claims.
- 9.2. At a minimum, the downloadable information and documents must include, when available, this Agreement, the Class Notice, a Claim Form, Plaintiff's petition for attorneys' fees, expenses, and costs, the Order Preliminarily Approving the Settlement, Plaintiff's amended class action complaint, and the Final Order and Judgment.
- 9.3 The Settlement Website domain will be [www.SnapTCPASettlement.com](http://www.SnapTCPASettlement.com).

**10. Final Approval:**

- 10.1. At least ten days prior to the Fairness Hearing, the Class Administrator will provide a sworn declaration attesting to proper service of the Class Notice and Claim Forms, and state the number of claims, objections, and opt outs, if any.
- 10.2. Prior to the Fairness Hearing, Plaintiff will file an unopposed motion to finally approve the Settlement.
- 10.3. Neither Plaintiff nor Defendant will take any action inconsistent with Plaintiff's motion to finally approve the Settlement.

**11. Consideration:**

- 11.1. Defendant will create a non-reversionary common fund in the amount of \$5,000,000.00 to compensate members of the Settlement Class ("Settlement Fund"). The Settlement Fund will be held by the Claims Administrator.
  - 11.1.1 Within ten days of the Court's issuance of the Order Preliminarily Approving the Settlement, Defendant will make a payment of Five Hundred Thousand Dollars (\$500,000.00); and
  - 11.1.2 Within ten days of the Court's issuance of the Final Approval Order of the Settlement, Defendant will make a payment of Four Million and Five Hundred Thousand Dollars (\$4,500,000.00).
- 11.2. Paid from the Settlement Fund will be:

Compensation to Settlement Class Members who timely submit a valid Claim Form;

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All costs, fees and any other charges invoiced by the Claims Administrator, including the cost of notice to potential Settlement Class Members, and claims administration for the Settlement Class;

Litigation costs and expenses associated with the Settlement Class, for which Class Counsel will petition the Court;

Reasonable attorneys' fees, calculated as a percentage of the Settlement Fund, for which Class Counsel will petition the Court;

An incentive award to Plaintiff, for which Plaintiff will petition the Court.

- 11.3. Each Settlement Class Member who submits a valid, Approved Claim Form, which provides his or her name, address, and telephone number, either online no later than seventy-five days after the Preliminary Approval Date, or by U.S. Mail with a postmark of no later than seventy-five days after the Preliminary Approval Date, will be entitled to a *pro rata* share of the non-reversionary Settlement Fund after deducting:

Costs and expenses of administering the Settlement;

Class Counsel's attorneys' fees, subject to the Court's approval;

Class Counsel's costs and expenses not to exceed \$30,000.00, subject to the Court's approval; and

Plaintiff's incentive award, not to exceed \$10,000.00, subject to the Court's approval.

- 11.4. A Settlement Class Member may submit only one claim, regardless of how many times Defendant called the Settlement Class Member.
- 11.5. Each settlement check issued to a Settlement Class Member will be negotiable for one-hundred-twenty days after it is issued.
- 11.6. Any funds not ultimately paid out as the result of uncashed settlement checks will be paid out as a *cy pres* award to Utah Legal Services, subject to the Court's approval.

**12. Opt-Outs:**

- 12.1. Any Settlement Class Member who wishes to exclude himself or herself from the Settlement must mail a written request for exclusion to the Class Administrator, postmarked no more than seventy-five days after the Preliminary Approval Date.
- 12.2. Through his or her request for exclusion, and subject to the Court's approval, a member of the Settlement Class must include his or her:

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Full name;

Address;

Telephone number called by Defendant; and

A statement that he or she wishes to be excluded from the Settlement.

- 12.3. Any Settlement Class Member who submits a valid and timely request for exclusion will neither be bound by the terms of this Agreement, nor receive any of the benefits of the Settlement.
- 12.4. The Claims Administrator will provide a list of the names of each Settlement Class Member who submitted a valid and timely request for exclusion to Class Counsel and counsel for Defendant within ten days after the deadline for exclusions.
- 12.5. Settlement Class Members may opt out on an individual basis only.
- 12.6. “Mass” or “class” opt-outs submitted by third parties on behalf of a “mass” or “class” of Settlement Class Members are not allowed.

**13. Objections:**

- 13.1. Any Settlement Class Member who wishes to object to the Settlement must mail a written notice of objection to the Class Administrator, Class Counsel, counsel for Defendant, and to the Court, postmarked no more than seventy-five days after the Preliminary Approval Date.
- 13.2. Through his or her notice of objection, and subject to the Court’s approval, a Settlement Class Member must include his or her:

Full name;

Address;

Telephone number called by Defendant to demonstrate that the objector is a member of the Settlement Class;

A statement of the objection;

A description of the facts underlying the objection;

A description of the legal authorities that support each objection;

A statement noting whether the objector intends to appear at the Fairness Hearing;

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A list of all witnesses that the objector intends to call by live testimony, deposition testimony, or affidavit or declaration testimony; and

A list of exhibits that the objector intends to present at the Fairness Hearing.

13.3. Settlement Class Members who do not submit a valid and timely objection will be barred from seeking review of the Settlement by appeal, or otherwise.

13.4. If a Settlement Class Member submits both an objection and an exclusion, he or she will be considered to have submitted an exclusion (and not an objection).

**14. Release:**

14.1. Upon the Court's entry of the Final Order and Judgment, Releasers will release and forever discharge the Released Parties from the Released Claims.

14.2. Plaintiff and Releasers agree and covenant, and each Releaser will be deemed to have agreed and covenanted, not to sue any Released Party with respect to any of the Released Claims, and agree to be forever barred from doing so, in any court of law, equity, or any other forum.

**15. Exclusive Remedy:**

15.1. The relief included in this Agreement is the exclusive remedy of recovery for the Released Claims.

**16. Attorneys' Fees, Costs, Expenses, and Incentive Award:**

16.1. Class Counsel will submit to the Court a request for attorneys' fees to be paid from the Settlement Fund.

16.2. Class Counsel will submit to the Court a request for reimbursement of reasonable litigation costs and expenses not to exceed \$30,000.00 to be paid from the Settlement Fund.

16.3. Plaintiff will submit to the Court a request for an incentive award not to exceed \$10,000.00 to be paid from the Settlement Fund.

16.4. The Court's order regarding Class Counsel's request for attorneys' fees, costs, and expenses, and Plaintiff's request for an incentive award, will not affect the finality of the Settlement.

16.5. In the event that the Court declines Class Counsel's request for attorneys' fees, costs, and expenses, or Plaintiff's request for an incentive award, or awards less than the amounts sought, the Settlement will continue to be effective and enforceable by the parties.

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**17. No Admission of Liability:**

- 17.1. This Agreement does not constitute an admission by Defendant that Plaintiff's claims or allegations are true or correct.

**18. Representations and Warranty:**

- 18.1. Class Counsel believes that the Settlement is in the best interests of the Settlement Class Members.
- 18.2. Plaintiff warrants that on the date this Agreement is executed, she owns the claims that she asserts in connection with this matter, and that she has not assigned, pledged, sold or otherwise transferred her claims (or an interest in such claims), and that on the Finality Date she will own her claims free and clear of any and all liens, claims, charges, security interests or other encumbrances of any nature whatsoever, except for any contingent legal fees and expenses.

**19. Appeals:**

- 19.1. If a Settlement Class Member appeals the Final Order and Judgment, Plaintiff and Defendant agree to support the Settlement on appeal.
- 19.2. Nothing contained in this Agreement is intended to preclude Plaintiff, Defendant, or Class Counsel, from appealing any order inconsistent with this Agreement.

**20. Distribution of the Settlement Fund:**

- 20.1. Within thirty days of the Finality Date, the Claims Administrator will mail a settlement check to each Settlement Class Member who submitted a valid, Approved Claim Form.
- 20.2. Within five days of the Finality Date, the Claims Administrator will pay to Plaintiff from the Settlement Fund the incentive award approved by the Court.
- 20.3. Within five days of the Finality Date, the Claims Administrator will pay to Class Counsel from the Settlement Fund the attorneys' fees, costs, and expenses approved by the Court.
- 20.4. If any money remains in the non-reversionary Settlement Fund after the date that all initial settlement checks are voided due to non-deposit (*i.e.* checks that Settlement Class Members do not cash), and if the amount that remains is sufficient to issue second checks of at least \$5.00 to each Settlement Class Member who cashed an initial settlement check after accounting for the associated expenses of such a distribution, the Claims Administrator will mail a second settlement check, calculated on a *pro rata* basis considering the remaining amount of the non-reversionary Settlement Fund, to each Settlement Class Member who cashed an initial settlement check.

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- 20.5. If any money remains in the non-reversionary Settlement Fund after the date that all settlement checks (*i.e.*, initial settlement checks, and if applicable, second settlement checks), are voided due to non-deposit (*i.e.* checks that Settlement Class Members do not cash), this amount will be paid as a *cy pres* award to Utah Legal Services, subject to the Court’s approval.

**21. Taxes:**

- 21.1. Plaintiff and Defendant agree that the account into which the non-reversionary common funds are deposited is intended to be and will at all times constitute a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. The Claims Administrator will timely make elections as necessary or advisable to carry out required duties including, if necessary, the “relation back election” (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. These elections will be made in compliance with the procedures and requirements contained in applicable Treasury Regulations promulgated under Section 1.468B of the Internal Revenue Code of 1986, as amended (the “Code”). It is the responsibility of the Claims Administrator to cause the timely and proper preparation and delivery of the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.
- 21.2. For the purpose of Section 468B of the Code and the Treasury Regulations thereunder, the Claims Administrator will be designated as the “administrator” of the non-reversionary common funds. The Claims Administrator will cause to be timely and properly filed all informational and other tax returns necessary or advisable with respect to the non-reversionary common funds (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). These returns will reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the non-reversionary common funds are to be paid out of the non-reversionary common funds.
- 21.3. All taxes arising in connection with income earned by the non-reversionary common funds, including any taxes or tax detriments that may be imposed upon Defendant with respect to any income earned by the non-reversionary common funds for any period during which the non-reversionary common funds do not qualify as a “qualified settlement fund” for federal or state income tax purposes will be paid by the Claims Administrator from the non-reversionary common funds.
- 21.4. Any person or entity that receives a distribution from the non-reversionary common funds will be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. These taxes and tax-related expenses will not be paid from the non-reversionary common funds.

**22. Stay:**

- 22.1. Plaintiff and Defendant stipulate that all proceedings in connection with this matter will be stayed until the Court issues its decision regarding final approval of the Settlement.

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- 22.2. The stipulated stay of proceedings will not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve preliminary and final approval of the Settlement.

**23. Miscellaneous Provisions:**

- 23.1. This Agreement is the entire agreement between Plaintiff and Defendant. All antecedent and contemporaneous extrinsic representations, warranties, or collateral provisions concerning the negotiation and preparation of this Agreement are intended to be discharged and nullified.
- 23.2. Neither Plaintiff nor Defendant may modify this Agreement, except by a writing that Plaintiff and Defendant execute and that the Court approves.
- 23.3. All notices required by this Agreement, between Plaintiff, Defendant, Class Counsel, and counsel for Defendant, must be sent by first class U.S. mail, by hand delivery, or by electronic mail, to:

Aaron D. Radbil  
Greenwald Davidson Radbil PLLC  
5550 Glades Road  
Suite 500  
Boca Raton, Florida 33431  
aradbil@gdrlawfirm.com

*(counsel for Plaintiff and the Settlement Class)*

Jenny N. Perkins  
Ballard Spahr  
1735 Market Street  
51st Floor  
Philadelphia, Pennsylvania 19103  
perkinsj@ballardspahr.com

*(counsel for Defendant)*

- 23.4. Section headings in this Agreement are for convenience and reference only, and are not to be taken to be a part of the provisions of this Agreement, and do not control or affect meanings, constructions or the provisions of this Agreement.
- 23.5. Plaintiff and Defendant will exercise their best efforts, take all steps, and expend all efforts that may become necessary to effectuate this Agreement.
- 23.6. Plaintiff and Defendant drafted this Agreement equally, and it should not be construed strictly against Plaintiff or Defendant.

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23.7. This Agreement binds successors and assigns of the parties.

23.8. Plaintiff, Defendant, Class Counsel, and counsel for Defendant, may sign this Agreement in counterparts, and by electronic signature, and the separate signature pages may be combined to create a binding document, which constitutes one instrument.

**24. Termination:**

24.1. Either party has the right to unilaterally terminate this Agreement by providing written notice to the other party with ten days of any of the following occurrences:

The Court rejects or declines to preliminarily or finally approve this Agreement, after all reasonable efforts are made to obtain preliminary or final approval;

A higher court reverses the Final Approval Order, and this Agreement is not reinstated by the Court on remand without material change or change agreed to by the parties; or

The Finality Date does not occur.

24.2. Within ten days of the Court-ordered deadline for exclusions, Defendant will have the right to void the Settlement if the number of valid opt-outs meets or exceeds 200.

24.3. If either Plaintiff or Defendant terminates this Agreement as provided herein, the Agreement will be of no force and effect and the parties' rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement will be vacated. However, any payments made to the Claims Administrator for services rendered to the date of termination will not be refunded to Defendant.

**25. Survival:**

25.1. The Settlement will be unaffected by any subsequent change in law regarding the TCPA, its interpretation, and its application, whether from Congress, the Federal Communications Commission, the Consumer Financial Protection Bureau, any other agency, courts, or otherwise.

**26. Dismissal:**

26.1. The Final Order and Judgment submitted to the Court will include a provision dismissing this Lawsuit with prejudice.

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**27. Signatures:**

27.1. Signatures appear on the following page.

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Brandi Wesley

Date

*Brandi Wesley*  
Brandi Wesley (Jul 21, 2022 09:42 CDT)

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Jul 21, 2022

Aaron D. Radbil  
Counsel for Brandi Wesley

Date

*Aaron D. Radbil*  
Aaron D. Radbil (Jul 21, 2022 09:28 CDT)

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Jul 21, 2022

Snap Finance LLC

Date

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Jenny N. Perkins  
Counsel for Snap Finance LLC

Date

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Brandi Wesley

Date

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Aaron D. Radbil  
Counsel for Brandi Wesley

Date

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Snap Finance LLC

Date

 CFO

7/20/22

Jenny N. Perkins  
Counsel for Snap Finance LLC

Date



7/21/22

EXHIBIT 1

## **Long Form / Website / Question and Answer Notice**

**This is a notice of a settlement of a class action lawsuit.**

**This is not a notice of a lawsuit against you.**

If you are a person to whose cellular telephone number Snap Finance LLC (“Snap”) placed a call, in connection with which it used an artificial or prerecorded voice, from September 1, 2019 through June 14, 2022, and you are not and never were a Snap accountholder, you may be entitled to compensation as a result of the settlement in the class action lawsuit captioned:

*Brandi Wesley v. Snap Finance LLC*, Case No. 2:20-cv-00148-RJS-JCB (D. Utah)

**A federal court authorized this notice.**

**This is not a solicitation from a lawyer.**

**Please read this notice carefully.**

**It explains your rights and options to participate in the class action settlement.**

- The settlement will result in a \$5 million fund to fully settle and release claims of persons to whom Snap placed, or caused to be placed, a call, directed to a number assigned to a cellular telephone service, but not assigned to a current or former Snap accountholder, in connection with which Snap used an artificial or prerecorded voice, from September 1, 2019 through June 14, 2022.
- The settlement fund will be used to pay settlement amounts to settlement class members who elect to participate, after deducting the costs of settlement notice and administration, attorneys’ fees, litigation costs and expenses, and an incentive award to Brandi Wesley, the consumer who initiated the class action against Snap.
- If you are a settlement class member, your legal rights are affected, and you now have a choice to make:

<b>SUBMIT A TIMELY CLAIM FORM:</b>	If you submit a valid claim form by [date], you will receive a share of the settlement fund after attorneys' fees, costs, and expenses are deducted, and you will release certain Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, claims you may have against Snap.
<b>DO NOTHING:</b>	If you do nothing, you will <u>not</u> receive a share of the settlement fund, but if you are a settlement class member you will release certain TCPA claims you may have against Snap.
<b>EXCLUDE YOURSELF:</b>	If you exclude yourself from the settlement, you will <u>not</u> receive a share of the settlement fund, and you will <u>not</u> release any TCPA claims you may have against Snap. The deadline to exclude yourself is [date].
<b>OBJECT:</b>	Write to the court about why you do not like the settlement. The deadline to object is [date].

### **Why is this notice available?**

This is a notice of a settlement in a class action lawsuit. The settlement would resolve the class action lawsuit Ms. Wesley filed against Snap. Please read this notice carefully. It explains the class action lawsuit, the settlement, and legal rights you may have, including the process for receiving a settlement check, excluding yourself from the settlement, or objecting to the settlement.

### **What is the class action about?**

Ms. Wesley filed a class action lawsuit against Snap, alleging that Snap violated the TCPA by placing calls to cellular telephone numbers, in connection with which Snap used an artificial or prerecorded voice, absent prior express consent. More specifically, Ms. Wesley alleges that Snap violated the TCPA by placing calls, using an artificial or prerecorded voice, to cellular telephone numbers not assigned to current or former Snap accountholders. You can find additional information about Ms. Wesley's claims in her December 4, 2020 amended class action complaint, and in the court's September 21, 2021 memorandum decision and order, both which are available at [website], in the [court documents section].

### **Why is this a class action?**

In a class action, one or more people called "class representatives" file a class action lawsuit on behalf of people who have similar claims. All of these people together are a "class" or "class

members.” The court accordingly resolves claims for all class members at once, except for those who first exclude themselves from the class.

### **Why is there a settlement?**

Ms. Wesley, on the one hand, and Snap, on the other, have agreed to settle the class action lawsuit to avoid the time, risk, and expense associated with it, and to achieve a final resolution of the disputed claims. The proposed settlement was reached after Ms. Wesley and Snap attended mediation with retired Judge Stephen Gold. Under the settlement, settlement class members will obtain a payment in settlement of the claims Ms. Wesley raised in the class action lawsuit. Ms. Wesley and her attorneys think the settlement is fair and reasonable.

### **How do you know if your claims are included in the settlement?**

The settlement resolves claims on behalf of the following settlement class:

All persons throughout the United States (1) to whom Snap Finance LLC placed, or caused to be placed, a call, (2) directed to a number assigned to a cellular telephone service, but not assigned to a current or former Snap Finance LLC accountholder, (3) in connection with which Snap Finance LLC used an artificial or prerecorded voice, (4) from September 1, 2019 through June 14, 2022.

### **What does the settlement provide?**

Snap will establish a settlement fund in the amount of \$5 million to compensate members of the settlement class. Out of the settlement fund will be paid:

- a. Settlement compensation to participating settlement class members;
- b. Notice and administration costs not to exceed \$275,000;
- c. An award of attorneys’ fees not to exceed one-third of the settlement fund, subject to the court’s approval;
- d. Litigation costs and expenses incurred in litigating the TCPA claims in this matter not to exceed \$30,000, subject to the court’s approval; and
- e. An incentive award to Ms. Wesley not to exceed \$10,000, subject to the court’s approval.

Each member of the settlement class who submits a timely and valid claim form will be entitled, subject to the provisions of the settlement agreement, to his or her equal share of the \$5 million settlement fund as it exists after deducting:

- a. Notice and administration costs;

- b. An award of attorneys' fees;
  - c. Litigation costs and expenses incurred in litigating the claims in this matter;
- and
- d. An incentive award to Ms. Wesley.

It is estimated that each participating member of the settlement class will receive between \$300 and \$1,000. The actual amount each participating member of the settlement class will receive may be more or less depending on the number of settlement class members who submit timely, valid claims.

### **How can you get a payment?**

You must mail a valid claim form to the *Wesley v. Snap Finance LLC* Settlement Administrator, [address], [city], [state] [zip code] postmarked by [month] [day], 2022. Or you must submit a valid claim through [website] by [month] [day], 2022.

### **When will you be paid?**

If the court grants final approval of the settlement, settlement checks will be mailed to settlement class members who timely mailed or submitted valid claim forms no later than 30 days after the judgment in the lawsuit becomes final. If there is an appeal of the settlement, payment may be delayed.

### **What rights are you giving up in connection with this settlement?**

If you fall within the settlement class, and unless you exclude yourself from the settlement, you will give up your right to sue or continue a lawsuit against Snap over the released claims. Giving up your legal claims is called a release. If you fall within the settlement class, unless you formally exclude yourself from the settlement, you will release certain TCPA claims you may have against Snap.

For more information about the release, released parties, and released claims, you may obtain a copy of the class action settlement agreement from the settlement website, [website], or from the clerk of the United States District Court for the District of Utah.

### **How can you exclude yourself from the settlement?**

If you fall within the settlement class, you may exclude yourself from the settlement, in which case you will not receive a payment, and you will not release any TCPA claims you may have against Snap. If you fall within the settlement class, and if you wish to exclude yourself from the settlement, you must mail a written request for exclusion to the claims administrator at the following address, postmarked by [month] [day], 2022:

*Wesley v. Snap Finance LLC* Settlement Administrator

ATTN: EXCLUSION REQUEST

[address]

[city], [state] [zip code]

You must include in your request for exclusion your:

- a. Full name;
- b. Address;
- c. Telephone number called by Snap demonstrating that you are a member of the settlement class; and
- d. A clear and unambiguous statement that you wish to be excluded from the settlement, such as “I request to be excluded from the settlement in the *Wesley v. Snap Finance LLC* action.”

You must sign the request personally. If any person signs on your behalf, that person must attach a copy of the power of attorney authorizing that signature.

**When and where will the court decide whether to approve the settlement?**

The court will hold a final fairness hearing on [month] [day], 2022, at [time]. The hearing will take place in the United States District Court for the District of Utah, located at 351 South West Temple Street, Salt Lake City, Utah 84101. At the final fairness hearing, the court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether final approval of the settlement should be granted. The court will also hear objections to the settlement, if any. The court may make a decision at that time, postpone a decision, or continue the hearing.

The date of the final fairness hearing may change without further notice. Settlement class members should check the settlement website, [website], or the court’s Public Access to Court Electronic Records (“PACER”) site to confirm that the date has not changed.

**Do you have to attend the final fairness hearing?**

No, there is no requirement that you attend the final fairness hearing. However, you are welcome to attend the hearing at your own expense. You cannot speak at the hearing if you have excluded yourself from the settlement class because the settlement no longer affects your legal rights.

**What if you want to object to the settlement?**

If you fall within the settlement class, and if you do not exclude yourself from the settlement class, you can object to the settlement, or any part of it, if you do not believe it is fair, reasonable, and adequate. If you fall within the settlement class, and if you wish to object, you

must mail a written notice of objection, postmarked by [month] [day], 2022, at [time], to class counsel, counsel for Snap, and to the court, at the following addresses:

Class Counsel:

Aaron D. Radbil  
Michael L. Greenwald  
Greenwald Davidson Radbil  
PLLC  
5550 Glades Road  
Suite 500  
Boca Raton, FL 33431

Counsel for Snap:

Jenny N. Perkins  
Martin C. Bryce, Jr.  
Ballard Spahr  
1735 Market Street  
51st Floor  
Philadelphia, PA 19103  
  
Melanie J. Vartabedian  
Ballard Spahr LLP  
One Utah Center, Suite 800  
201 South Main Street  
Salt Lake City, Utah 84111

The court:

United States District Court for  
the District of Utah  
351 South West Temple Street  
Salt Lake City, Utah 84101

You must include in your objection your:

- a. Full name;
- b. Address;
- c. Telephone number called by Snap to demonstrate that you are a member of the settlement class;
- d. Statement that you are not a current or former Snap accountholder;
- e. Statement demonstrating membership in the settlement class;
- f. Identification of any documents to show that you are a member of the settlement class or which you desire the court to consider;
- g. A statement of your specific objection(s);
- h. A list of exhibits that you intend to present; and
- i. A statement noting whether you intend to appear at the fairness hearing.

You can ask the court to deny approval of the settlement by filing an objection. You cannot ask the court to order a different settlement. The court can only approve or reject the settlement. If the court denies approval, no settlement payments will be sent out and the class action lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you fall within the settlement class, and if you file a timely written objection, you may, but are not required to, appear at the final fairness hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

**By when must you enter an appearance?**

Any settlement class member who objects to the settlement and wishes to enter an appearance must do so by [month] [day], 2022. To enter an appearance, you must file with the clerk of the court a written notice of your appearance and you must serve a copy of that notice, by U.S. mail or hand-delivery, upon class counsel and counsel for Snap, at the addresses set forth in this notice.

**What if you do nothing?**

If you are a member of the settlement class, you do nothing, and the court approves the settlement agreement, you will not receive a share of the settlement fund, but you will release certain TCPA claims you may have against Snap. If you fall within the settlement class, unless you exclude yourself from the settlement, you will not be able to sue or continue a lawsuit against Snap over the released TCPA claims.

**What will happen if the court does not approve the settlement?**

If the court does not finally approve the settlement, or if it finally approves the settlement and the approval is reversed on appeal, or if the settlement does not become final for some other reason, you will receive no benefits from the settlement and the class action lawsuit will continue.

**Who are Ms. Wesley's attorneys?**

Ms. Wesley's attorneys are:

Aaron D. Radbil  
Michael L. Greenwald  
Greenwald Davidson Radbil PLLC  
5550 Glades Road  
Suite 500  
Boca Raton, FL 33431

The court has appointed Ms. Wesley's attorneys to act as class counsel. You do not have to pay class counsel. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you must hire one at your own expense.

**Who are Snap's attorneys?**

Snap's attorneys are:

Jenny N. Perkins  
Martin C. Bryce, Jr.  
Ballard Spahr  
1735 Market Street  
51st Floor  
Philadelphia, Pennsylvania 19103

Melanie J. Vartabedian  
Ballard Spahr LLP  
One Utah Center, Suite 800  
201 South Main Street  
Salt Lake City, Utah 84111

**Before what court is this matter pending?**

Ms. Wesley filed her class action lawsuit in the following court:

United States District Court for the District of Utah  
Orrin G. Hatch United States Courthouse  
351 South West Temple Street  
Salt Lake City, Utah 84101

**Where can you get additional information?**

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at [website], by contacting class counsel, by accessing the court docket in this case, for a fee, through the court's PACER system at <https://ecf.utd.uscourts.gov>, or by visiting the office of the clerk of the court for the United States District Court for the District of Utah.

Or, to obtain additional information about this matter, please contact:

*Wesley v. Snap Finance LLC* Settlement Administrator  
[address]  
[city], [state] [zip code]  
[Telephone number]

Please do not call the judge about this class action. Neither he, nor any court personnel, will be able to give you advice about this class action. Furthermore, because neither Snap nor Snap's attorneys represent you, they cannot give you legal advice about this class action.

## **Postcard Notice**

**What is this lawsuit about?** Brandi Wesley filed a class action lawsuit against Snap Finance LLC ("Snap"), alleging that it violated the Telephone Consumer Protection Act ("TCPA") by placing calls to cellular telephone numbers assigned to persons who are not, and never were, Snap accountholders, in connection with which it used an artificial or prerecorded voice. Snap denies Ms. Wesley's allegations, and denies it violated the TCPA. The court has not decided who is right or wrong. The parties have agreed to a settlement.

**Why did you receive this notice?** You received this notice because Snap's records identified you as a potential member of the following settlement class: "All persons throughout the United States (1) to whom Snap Finance LLC placed, or caused to be placed, a call, (2) directed to a number assigned to a cellular telephone service, but not assigned to a current or former Snap Finance LLC accountholder, (3) in connection with which Snap Finance LLC used an artificial or prerecorded voice, (4) from September 1, 2019 through June 14, 2022."

**What does the settlement provide?** Snap will establish a settlement fund of \$5 million. Out of the settlement fund will be paid: (1) settlement compensation to participating settlement class members; (2) an award of attorneys' fees not to exceed one-third of the settlement fund, subject to the court's approval; (3) litigation costs and expenses incurred by class counsel in litigating the claims in this matter not to exceed \$30,000, subject to the court's approval; (4) costs of notice and administration not to exceed \$275,000; and (5) an incentive award to Ms. Wesley not to exceed \$10,000, subject to the court's approval. It is estimated that each valid claimant will receive between \$300 and \$1,000, depending on the number of settlement class members who participate.

**What are your legal rights and options?** If you fall within the settlement class, you have four options. First, you may timely complete and return the claim form found on the backside of this postcard, or timely submit a claim online at [website], in which case you will receive a proportionate share of the settlement fund after deducting attorneys' fees, costs, and expenses, and will release certain TCPA claims you may have against Snap. Second, you may do nothing, in which case you will not receive a share of the settlement fund, but you will release certain TCPA claims you may have against Snap. Third, you may exclude yourself from the settlement, in which case you will neither receive a share of the settlement fund, nor release any TCPA claims you may have against Snap. Or fourth, you may object to the settlement. To obtain additional information about your legal rights and options, or to access the full class notice, motions for approval, motion for attorneys' fees, and other important documents, visit [website], or contact the settlement administrator by writing to *Wesley v. Snap Finance LLC* Settlement Administrator, [address], [city], [state] [zip code], or by calling [telephone number].

**When is the final fairness hearing?** The court will hold a final fairness hearing on [month] [day], 2022, at [time]. The hearing will take place in the United States District Court for the District of Utah, located at 351 South West Temple Street, Salt Lake City, Utah 84101. At the final fairness hearing, the court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether final approval of the settlement should be granted. The court will also hear objections to the settlement, if any. The court may make a decision at that time, postpone a decision, or continue the hearing.

Front Inside

Front Outside

**This is a notice of a settlement of a class action lawsuit.**

**This is not a notice of a lawsuit against you.**

If you are a person to whose cellular telephone number Snap Finance LLC placed a call, in connection with which it used an artificial or prerecorded voice, from September 1, 2019 through June 14, 2022, and you are not and never were a Snap accountholder, you may be entitled to compensation as a result of the settlement in the class action lawsuit captioned:

*Brandi Wesley v. Snap Finance LLC*,  
Case No. 2:20-cv-00148-RJS-JCB (D.  
Utah)

**A federal court authorized this notice.**

**This is not a solicitation from a lawyer.**

**Please read this notice carefully. It summarily explains your potential rights and options to participate in a class action settlement.**

**Wesley v. Snap Finance LLC**

c/o [administrator]

[address]

[city], [state] [zip]

Permit  
Info here

*Bar Code To Be Placed Here*

Postal Service: Please do not mark Barcode

**ADDRESS SERVICE REQUESTED**

CLAIM ID: << ID>>

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip>>

## **Claim Form**

Carefully separate at perforation

UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH

Wesley v. Snap Finance LLC  
Case No. 2:20-cv-00148-RJS-JCB (D. Utah)

SETTLEMENT CLAIM FORM

[admin] ID: «[Admin] ID»  
«First Name» «Last Name»  
«Address1»  
«City», «State» «Zip»

Name/Address Changes:

I received one or more prerecorded voice calls from Snap Finance LLC (“Snap”) to my cellular telephone between September 1, 2019 and June 14, 2022. I am not a current or former Snap accountholder. I wish to participate in this settlement.

Signature: \_\_\_\_\_ Telephone number at which I received the call(s): \_\_\_\_\_

Date of signature: \_\_\_\_\_

To receive a payment you must enter all requested information above, and sign and mail this settlement claim form, postmarked on or before [month] [day], 2022.

You may also submit a claim electronically at [website].

To exclude yourself from the class action settlement you must mail a written request for exclusion to the claims administrator, postmarked on or before [month] [day], 2022. Your request must include the information required by the court’s [month] [day], 2022 order.

IF YOU MOVE, send your CHANGE OF ADDRESS to the Settlement Administrator at the address on the backside of this form.

Bottom Inside

Postage

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

Wesley v. Snap Finance LLC Settlement Administrator  
[address]  
[city], [state] [zip code]

Bottom Outside

EXHIBIT 2

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**UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH**

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BRANDI WESLEY, *on behalf of herself and  
others similarly situated,*

Plaintiff,

v.

SNAP FINANCE, LLC,

Defendant.

**(PROPOSED) ORDER PRELIMINARILY  
APPROVING CLASS ACTION  
SETTLEMENT**

Civil Action No. 2:20-cv-00148-RJS-JCB

District Judge Robert J. Shelby

Magistrate Judge Jared C. Bennett

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SNAP FINANCE, LLC,

Third-Party Plaintiff,

v.

DERRICK DEON JACKSON, JR., a/k/a  
DERRICK JOHNSON,

Third-Party Defendant.

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This Court is advised that the parties to this action, Brandi Wesley (“Plaintiff”) and Snap Finance LLC (“Defendant”), through their respective counsel, have agreed, subject to this Court’s approval following notice to the settlement class members and a hearing, to settle the above-captioned lawsuit (“Lawsuit”) upon the terms and conditions set forth in the parties’ class action settlement agreement (“Agreement”), which Plaintiff filed with this Court:

Based on the Agreement and all of the files, records, and proceedings in this matter, and upon preliminary examination, the proposed settlement appears fair, reasonable, and adequate, and a hearing should and will be held on \_\_\_\_\_, **2022**, after notice to the settlement class members, to confirm that the settlement is fair, reasonable, and adequate, and to determine

whether a final order and judgment should be entered in this Lawsuit:

IT IS HEREBY ORDERED:

This Court has jurisdiction over the subject matter of the Lawsuit and over all settling parties.

In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, and 1711-1715, Defendant will cause to be served written notice of the class settlement on the United States Attorney General and the Attorneys General of each state in which any settlement class member resides.

This Court preliminarily certifies this case as a class action under Rule 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of the following settlement class:

All persons throughout the United States (1) to whom Snap Finance LLC placed, or caused to be placed, a call, (2) directed to a number assigned to a cellular telephone service, but not assigned to a current or former Snap Finance LLC accountholder, (3) in connection with which Snap Finance LLC used an artificial or prerecorded voice, (4) from September 1, 2019 through June 14, 2022.

This Court appoints Plaintiff as the representative for the settlement class, and appoints Aaron D. Radbil and Michael L. Greenwald, of Greenwald Davidson Radbil PLLC, as class counsel for the settlement class.

This Court preliminarily finds, now for settlement purposes, that this action satisfies the applicable prerequisites for class action treatment under Rule 23, namely:

- A. The settlement class members are so numerous and geographically dispersed that joinder of all of them is impracticable;
- B. There are questions of law and fact common to the settlement class members, which predominate over any individual questions;
- C. Plaintiff's claims are typical of the claims of the settlement class members;

D. Plaintiff and class counsel have fairly and adequately represented and protected the interests of all of the settlement class members; and

E. Class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

This Court preliminarily finds that the settlement of the Lawsuit, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the settlement class members, when considering, in their totality, the following factors: “(1) whether the proposed settlement was fairly and honestly negotiated; (2) whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt; (3) whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation; and (4) the judgment of the parties that the settlement is fair and reasonable.” *Jones v. Nuclear Pharmacy, Inc.*, 741 F.2d 322, 324 (10th Cir. 1984).

This Court also considered the following factors in preliminarily finding that the settlement of this action, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the settlement class members:

- (A) whether Plaintiff and class counsel have adequately represented the class;
- (B) whether the proposal was negotiated at arm’s length;
- (C) whether the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

(iii) the terms of any proposed award of attorney's fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

(D) whether the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

A third-party settlement administrator—\_\_\_\_\_—will administer the settlement and distribute notification to the settlement class members. The settlement administrator will be responsible for mailing the approved class action notices and settlement checks to the settlement class members. All reasonable costs of notice and administration will be paid from the \$5 million common settlement fund.

This Court approves the form and substance of the proposed notice of the class action settlement, which includes the postcard notice, the detachable claim form, and the question-and-answer notice to appear on the dedicated settlement website.

The proposed notice and method for notifying the settlement class members of the settlement and its terms and conditions meet the requirements of Rule 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all persons and entities entitled to the notice. *See* Fed. R. Civ. P. 23(c)(2)(B); Manual For Complex Litigation § 21.312; *see also Bonoan v. Adobe, Inc.*, No. 3:19-CV-01068-RS, 2020 WL 6018934, at \*2 (N.D. Cal. Oct. 9, 2020) (“This Court approves the form and substance of the proposed notice of the class action settlement, which includes postcard notice, publication notice, a physical claim form, and the question-and-answer notice and online claim form, which will appear on the dedicated settlement website. To reach potential class members, KCC will perform reverse look-ups of available telephone numbers to identify persons who will receive direct mail

notice. KCC will utilize established third-party vendors to obtain contact information for potential class members in a manner consistent with industry standard in wrong number TCPA class actions. KCC will also use publication notice in an effort to reach potential class members, consistent with the terms of the Agreement.”); *see, e.g. Knapper v. Cox Commc’ns, Inc.*, No. 2:17-cv-00913-SPL, ECF No. 120 (D. Ariz. Jul. 12, 2019) (approving the form and substance of materially similar postcard notice, postcard claim form, and question-and-answer notice, and finding that the proposed form and method for notifying settlement class members of the settlement and its terms and conditions met the requirements of Rule 23(c)(2)(B) and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled to the notice); *Williams v. Bluestem Brands, Inc.*, No. 8:17-cv-1971-T-27AAS, 2019 WL 1450090, at \*2 (M.D. Fla. Apr. 2, 2019) (same); *James v. JPMorgan Chase Bank, N.A.*, No. 8:15-cv-2424-T-23JSS, 2016 WL 6908118, at \*2 (M.D. Fla. Nov. 22, 2016) (same); *accord Wesley v. Snap Fin., LLC*, No. 220CV00148RJSJCB, 2022 WL 1135793 (D. Utah Apr. 18, 2022) (finding Plaintiff’s proposed class notice, following this Court’s ruling on her contested motion for class certification, sufficient and approving its dissemination).

This Court additionally finds that the proposed notice is clearly designed to advise the settlement class members of their rights.

In accordance with the Agreement, the settlement administrator will mail the notice to the settlement class members as expeditiously as possible, but in no event later than 30 days after this Court’s entry of this order, *i.e.*, \_\_\_\_\_, **2022**.

Any settlement class member who desires to be excluded from the settlement must send a written request for exclusion to the settlement administrator with a postmark date no later than 75 days after this Court’s entry of this order, *i.e.*, **no later than** \_\_\_\_\_, **2022**. To

be effective, the written request for exclusion must state the settlement class member's full name, address, telephone number called by Defendant, and email address (if available), along with a statement that the settlement class member wishes to be excluded, and must be signed by the settlement class member. Any settlement class member who submits a valid and timely request for exclusion will not be bound by the terms of the Agreement. Any settlement class member who fails to submit a valid and timely request for exclusion will be considered a settlement class member and will be bound by the terms of the Agreement.

Any settlement class member who intends to object to the fairness of the proposed settlement must file a written objection with this Court within 75 days after this Court's entry of this order, *i.e.*, **no later than** \_\_\_\_\_, **2022**. Further, any such settlement class member must, within the same time period, provide a copy of the written objection to:

Aaron D. Radbil  
Michael L. Greenwald  
Greenwald Davidson Radbil PLLC  
5550 Glades Road  
Suite 500  
Boca Raton, FL 33431

Jenny N. Perkins  
Martin C. Bryce, Jr.  
Ballard Spahr  
1735 Market Street  
51st Floor  
Philadelphia, PA 19103

Melanie J. Vartabedian  
Ballard Spahr LLP  
One Utah Center, Suite 800  
201 South Main Street  
Salt Lake City, Utah 84111

United States District Court for the District of Utah  
351 South West Temple Street  
Salt Lake City, Utah 84101

To be effective, a notice of intent to object to the settlement must include the settlement class member's:

- a. Full name;
- b. Address;
- c. Telephone number called by Defendant, demonstrating membership in the settlement class;
- d. Statement that he or she is not a current or former account holder with Defendant;
- e. Statement demonstrating membership in the settlement class;
- f. Identification of any documentation demonstrating membership in the settlement class or which he or she desires this Court to consider;
- g. A statement of the specific objection(s);
- h. A list of exhibits the settlement class member intends to present; and
- i. A statement noting whether he or she intends to appear at the fairness hearing.

Any settlement class member who has timely filed an objection may appear at the final approval hearing, in person or by counsel, to be heard to the extent allowed by this Court, applying applicable law, in opposition to the fairness, reasonableness and adequacy of the proposed settlement, and on the application for an award of attorneys' fees, costs, and litigation expenses. Any objection that includes a request for exclusion will be treated as an exclusion. And any settlement class member who submits both an exclusion and an objection will be treated as having excluded himself or herself from the settlement, and will have no standing to object.

If this Court grants final approval of the settlement, the settlement administrator will mail a settlement check to each settlement class member who submits a valid, timely claim.

This Court will conduct a final fairness hearing on \_\_\_\_\_, **2022**, at the United States District Court for the District of Utah, located at 351 South West Temple Street, Salt Lake City, Utah 84101, to determine:

- A. Whether this action satisfies the applicable prerequisites for class action treatment for settlement purposes under Rule 23;
- B. Whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interest of the settlement class members and should be approved by this Court;
- C. Whether a final order and judgment, as provided under the Agreement, should be entered, dismissing the Lawsuit with prejudice and releasing the released claims against the released parties; and
- D. To discuss and review other issues as this Court deems appropriate.

Attendance by settlement class members at the final fairness hearing is not necessary. Settlement class members need not appear at the hearing or take any other action to indicate their approval of the proposed class action settlement. Settlement class members wishing to be heard are, however, required to appear at the final fairness hearing. The final fairness hearing may be postponed, adjourned, transferred, or continued without further notice to the class members.

Memoranda in support of the proposed settlement must be filed with this Court no later than thirty days before the final fairness hearing *i.e.*, **no later** \_\_\_\_\_, **2022**. Opposition briefs to any of the foregoing must be filed no later than fourteen days before the final fairness hearing, *i.e.*, **no later than** \_\_\_\_\_, **2022**. Reply memoranda in support of the foregoing must be filed with this Court no later than seven days before the final fairness hearing, *i.e.*, **no later than** \_\_\_\_\_, **2022**.

Memoranda in support of any petitions for attorneys' fees and reimbursement of costs and litigation expenses by class counsel, or in support of an incentive award, must be filed with this Court no later than thirty-five days before the deadline for settlement class members to object to, or exclude themselves from, the settlement (or forty days after this Court's entry of this Order), *i.e.*, **no later than** \_\_\_\_\_, **2022**. Opposition briefs to any of the foregoing must be filed no later than seventy-five days after entry of this Order, *i.e.*, **no later than** \_\_\_\_\_, **2022**. Reply memoranda in support of the foregoing must be filed with this Court no later than fourteen days after the deadline for settlement class members to object to, or exclude themselves from, the settlement, *i.e.*, **no later than** \_\_\_\_\_, **2022**.

The Agreement and this order will be null and void if any of the parties terminates the Agreement per its terms. Certain events described in the Agreement, however, provide grounds for terminating the Agreement only after the parties have attempted and completed good faith negotiations to salvage the settlement but were unable to do so.

If the Agreement or this order are voided, then the Agreement will be of no force and effect and the parties' rights and defenses will be restored, without prejudice, to their respective positions as if the Agreement had never been executed and this order never entered.

This Court retains continuing and exclusive jurisdiction over the action to consider all further matters arising out of or connected with the settlement, including the administration and enforcement of the Agreement.

This Court sets the following schedule:

<b><u>Date</u></b>	<b><u>Event</u></b>
_____	Preliminary Approval Order Entered
_____	Notice Sent (thirty days after entry of Preliminary Approval

Order)

\_\_\_\_\_  
Attorneys' Fees Petition Filed (forty days after entry of Preliminary Approval Order)

\_\_\_\_\_  
Opposition to Attorneys' Fees Petition (seventy-five days after entry of Preliminary Approval Order)

\_\_\_\_\_  
Deadline to Submit Claims, Send Exclusion, or File Objection (seventy-five days after entry of Preliminary Approval Order)

\_\_\_\_\_  
Reply in Support of Attorneys' Fees Petition (fourteen days after the deadline for settlement class members to submit claims, object to, or exclude themselves from, the settlement)

\_\_\_\_\_  
Motion for Final Approval Filed (thirty days before final fairness hearing)

\_\_\_\_\_  
Opposition to Motion for Final Approval Due (fourteen days before final fairness hearing)

\_\_\_\_\_  
Reply in support of Motion for Final Approval (seven days before final fairness hearing)

\_\_\_\_\_  
Final Fairness Hearing Held

IT IS SO ORDERED.

Dated:

\_\_\_\_\_  
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT 3

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**UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH**

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BRANDI WESLEY, *on behalf of herself and  
others similarly situated,*

Plaintiff,

v.

SNAP FINANCE, LLC,

Defendant.

**(PROPOSED) ORDER FINALLY  
APPROVING CLASS ACTION  
SETTLEMENT**

Civil Action No. 2:20-cv-00148-RJS-JCB

District Judge Robert J. Shelby

Magistrate Judge Jared C. Bennett

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SNAP FINANCE, LLC,

Third-Party Plaintiff,

v.

DERRICK DEON JACKSON, JR., a/k/a  
DERRICK JOHNSON,

Third-Party Defendant.

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On March 6, 2020, Brandi Wesley (“Plaintiff”) filed a class action complaint (the “Lawsuit”) against Snap Finance LLC (“Defendant”) in the United States District Court for the District of Utah, Case No. 2:20-cv-00148-RJS-JCB, asserting class claims under the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227. ECF No. 1. Plaintiff filed an amended class action complaint on December 4, 2020. ECF No. 40. Defendant has denied any and all liability alleged in the Lawsuit.

On or around \_\_\_\_\_, 2022, after extensive arm’s-length negotiations, Plaintiff and Defendant (the “Parties”) entered into a written class action settlement agreement (the “Agreement”), ECF No. \_\_, which is subject to review under Fed. R. Civ. P. 23.

On \_\_\_\_\_, 2022, the Parties filed the Agreement, along with Plaintiff's unopposed motion for preliminary approval of class action settlement (the "Preliminary Approval Motion"). ECF No. \_\_\_\_.

In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(D), 1453, and 1711-1715, Defendant served written notice of the proposed class settlement as directed.

On \_\_\_\_\_, 2022, upon consideration of Plaintiff's Preliminary Approval Motion and the record, this Court entered an order of preliminary approval of class action settlement ("Preliminary Approval Order"). Pursuant to the Preliminary Approval Order, this Court, among other things, (i) preliminarily approved the proposed settlement and (ii) set the date and time of the final fairness hearing. ECF No. \_\_\_\_.

On \_\_\_\_\_, 2022, Plaintiff filed her motion for attorneys' fees, costs, expenses, and an incentive award. ECF No. \_\_\_\_.

On \_\_\_\_\_, 2022, Plaintiff filed her motion for final approval of class action settlement (the "Final Approval Motion"). ECF No. \_\_\_\_.

On \_\_\_\_\_, 2022, a final fairness hearing was held pursuant to Fed. R. Civ. P. 23 to determine whether the claims asserted in the Lawsuit satisfy the applicable prerequisites for class action treatment and whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interest of the settlement class members and should be approved by this Court.

The Parties now request final certification of the settlement class under Fed. R. Civ. P. 23(b)(3) and final approval of the proposed class action settlement.

This Court has read and considered the Agreement, Final Approval Motion, and the record of these proceedings.

NOW, THEREFORE, IT IS HEREBY ORDERED:

The Court has jurisdiction over the subject matter of the Lawsuit and over all settling parties.

Pursuant to Fed. R. Civ. P. 23(b)(3), the Lawsuit is finally certified, for settlement purposes, as a class action on behalf of the following settlement class members with respect to the claims asserted in the Lawsuit:

All persons throughout the United States (1) to whom Snap Finance LLC placed, or caused to be placed, a call, (2) directed to a number assigned to a cellular telephone service, but not assigned to a current or former Snap Finance LLC accountholder, (3) in connection with which Snap Finance LLC used an artificial or prerecorded voice, (4) from September 1, 2019 through June 14, 2022.

Pursuant to Fed. R. Civ. P. 23, this Court finally certifies Plaintiff as the class representative, and Aaron D. Radbil and Michael L. Greenwald, of Greenwald Davidson Radbil PLLC, as class counsel.

Pursuant to this Court's Preliminary Approval Order, the approved class action notices were mailed and published. The form and method for notifying the settlement class members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, and constituted the best notice practicable under the circumstances. This Court finds that the notice was clearly designed to advise settlement class members of their rights.

This Court finds that the settlement class satisfies the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23, namely:

- A. The settlement class members are so numerous that joinder of all of them in the Lawsuit is impracticable;
- B. There are questions of law and fact common to the settlement class members, which predominate over any individual questions;

- C. Plaintiff's claims are typical of the claims of the settlement class members;
- D. Plaintiff and class counsel have fairly and adequately represented and protected the interests of all settlement class members; and
- E. Class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

This Court finds that the settlement of this action, on the terms and conditions set forth in the Agreement is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the settlement class members, when considering, in their totality, the following factors: “(1) whether the proposed settlement was fairly and honestly negotiated; (2) whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt; (3) whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation; and (4) the judgment of the parties that the settlement is fair and reasonable.” *Jones v. Nuclear Pharmacy, Inc.*, 741 F.2d 322, 324 (10th Cir. 1984).

The Court has also considered the following factors in finding that the settlement of this action, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the settlement class members:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

- (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
- (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

The Agreement, which is deemed incorporated into this order, is finally approved and must be consummated in accordance with its terms and provisions, except as amended by any order issued by this Court. The material terms of the Agreement include, but are not limited to, the following:

A. Settlement Fund – Defendant will establish (if not already established) a \$5 million fund (the “Settlement Fund”).

B. Deductions - The following are to be deducted from the Settlement Fund before any other distributions are made:

a. The costs for the administration of the settlement and class notice, including expenses necessary to identify potential settlement class members;

b. Plaintiff's attorneys' fees, in the amount of \$\_\_\_\_\_, and the reimbursement of class counsel's litigation costs and expenses in the amount of \$\_\_\_\_\_; and

c. The incentive payment to Plaintiff, who will receive \$\_\_\_\_\_ from the Settlement Fund as acknowledgment of her role in prosecuting claims on behalf of the settlement class members.

C. Settlement Payments to Class Members - Each settlement class member who has submitted a valid and timely claim form will receive compensation as set forth in the Agreement. Each settlement check will be void one-hundred twenty days after issuance.

The settlement class members were given an opportunity to object to the settlement. \_\_\_ settlement class members objected to the settlement or the requests for attorneys' fees, costs, expenses, or an incentive award. \_\_\_ settlement class members made a valid and timely request for exclusion.

This order is binding on all settlement class members, except the following individuals who made valid and timely requests for exclusion:

- [names];

Plaintiff, settlement class members, and their successors and assigns are permanently barred from pursuing, either individually or as a class, or in any other capacity, any of the released claims against any of the released parties, as set forth in the Agreement. Pursuant to the release contained in the Agreement, the released claims are compromised, settled, released, and discharged, by virtue of these proceedings and this order.

This final order and judgment bars and permanently enjoins Plaintiff and all members of the settlement class from (a) filing, commencing, prosecuting, intervening in or participating as a plaintiff, claimant or class member in any other lawsuit, arbitration or individual or class action proceeding in any jurisdiction (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), asserting the released claims, and (b) attempting to effect opt-outs of a class of individuals in any lawsuit or arbitration proceeding based on the released claims, except that settlement class members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Lawsuit or class action settlement.

The Lawsuit is hereby dismissed with prejudice in all respects.

This order, the Agreement, and any and all negotiations, statements, documents, and proceedings in connection with this settlement are not, and will not be construed as, an admission by Defendant of any liability or wrongdoing in this or in any other proceeding.

This Court hereby retains continuing and exclusive jurisdiction over the Parties and all matters relating to the Lawsuit or Agreement, including the administration, interpretation, construction, effectuation, enforcement, and consummation of the settlement and this order, including the award of attorneys' fees, costs, disbursements, and expenses to class counsel.

For the reasons set forth in Plaintiff's unopposed motion for attorneys' fees, costs, expenses, and an incentive award, ECF No. \_\_, class counsel's request for an award of attorneys' fees of \$\_\_\_\_\_ of the settlement funds, is approved.

Class counsel's request for reimbursement of reasonable litigation costs and expenses in the total amount of \$\_\_\_\_\_ is approved. *See id.*

Plaintiff's request for an incentive award of \$\_\_\_\_\_ is approved. *See id.*

IT IS SO ORDERED.

Dated:

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UNITED STATES DISTRICT COURT JUDGE