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14 UNITED STATES DISTRICT COURT
15 DISTRICT OF NEVADA

16 RONALD GRIDER, individually and on behalf of
17 all others similarly situated;

18 Plaintiff,

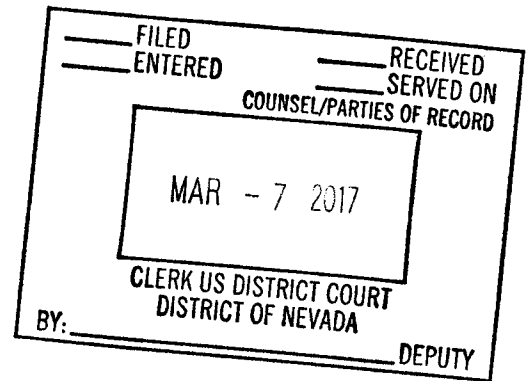
19 vs.

20 CLARK COUNTY COLLECTION SERVICE,
21 LLC, a Nevada limited-liability company;
22 DOLLAR LOAN CENTER, LLC, a Nevada
23 limited-liability company; and DLC EMPIRE,
24 LLC, a South Dakota limited-liability company,

25 Defendants.

Case No.: 2:13-cv-01731-KJD-CWH

**FINAL JUDGMENT AND ORDER OF DISMISSAL
WITH PREJUDICE**



26 On December 3, 2015, Plaintiff Ronald Grider (“Plaintiff”) and Defendant Clark County
27 Collection Service, LLC (“CCCS”), (hereinafter, collectively referred to as the “Parties”) entered in to a
28 Settlement Agreement and Release (hereinafter referred to as the “Settlement Agreement”), along with
Dollar Loan Center, LLC and DLC Empire, LLC (collectively, the “Released Parties”), which is subject
to review under Federal Rule of Civil Procedure 23. The Parties filed a Joint Motion for Preliminary
Approval of Class Action Settlement Agreement and Certification of Settlement Class (hereinafter
referred to as the “Preliminary Approval Motion”) in the above-captioned action (the “Action”).

On December 4, 2015, the Plaintiff filed the Settlement Agreement, along with the Preliminary
Approval Motion. (See ECF No. 222-1.)

1 On May 31, 2016, upon consideration of the Settlement Agreement, Preliminary Approval
2 Motion, and the record, the Court entered an Order Granting Joint Motion for Preliminary Approval of
3 Class Action Settlement Agreement; and Certification of Settlement Class (hereinafter referred to as the
4 “Preliminary Approval Order”). (See ECF No. 223)

5 On February 14, 2017, the Plaintiff filed his Motion for Final Approval of Settlement
6 (hereinafter referred to as the “Final Approval Motion”). (ECF No. 232.) Pursuant to the Final
7 Approval Motion, Plaintiff requests final certification of the Settlement Class under Federal Rule of
8 Civil Procedure 23(b)(3) and final approval of the proposed class action Settlement.

9 On February 21, 2017, a Final Approval Hearing was held pursuant to Federal Rule of Civil
10 Procedure 23 to determine whether the Action satisfies the applicable prerequisites for class action
11 treatment and whether the proposed Settlement is fundamentally fair, reasonable, adequate, and in the
12 best interests of the Class Members and should be approved by the Court.

13 On March 7, 2017, a status conference was held on the Final Approval Motion.

14 The Court has read and considered the Settlement Agreement, Final Approval Motion and the
15 record. All capitalized terms used herein have the meanings defined herein and/or in the Settlement
16 Agreement.

17 NOW, THEREFORE, IT IS HEREBY ORDERED:

18 I. JURISDICTION: The Court has jurisdiction over the subject matter of the Action and
19 over all settling parties hereto.

20 II. SETTLEMENT CLASS MEMBERS: Pursuant to Federal Rule of Civil Procedure
21 23(b)(3), the Action is hereby finally certified, for settlement purposes only, as a class action on behalf
22 of the following class members:

23 1. The Class or Settlement Class Members consists of: All natural persons, within
24 the United States, who were called by CCCS, on their cellular telephone—excluding calls that
25 were initiated by manually dialing via a desktop telephone—between September 20, 2009 and
26 September 20, 2013 (the “Class Period”), as a result of having their telephone number listed by a
27 customer of DLC Nevada as a “Reference” on a credit application; Settlement Class Members do
28 not include recipients of a single telephone call received as a result of a reassigned telephone

1 number, as defined by the Federal Communications Commission in its TCPA Omnibus
2 Declaratory Ruling and Order No. 15-72 (July 18, 2015).

3 2. Excluded from the class are Defendants and Released Parties, any parent
4 companies, affiliates, subsidiaries or any employees thereof, and any entities in which any of
5 such companies has a controlling interest; the Judge or Magistrate Judge to whom the Action is
6 assigned and any member of those Judges' immediate families; as well as all persons who
7 validly request exclusion from the Class.

8 III. CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT: Pursuant to
9 Federal Rule of Civil Procedure 23, Plaintiff Ronald Grider is the "Class Representative", and Bailey
10 Kennedy and Haines & Krieger are certified as "Class Counsel".

11 IV. NOTICE AND CLAIMS PROCESS: Pursuant to the Court's Preliminary Approval
12 Order, the Claims Administrator has complied with the approved notice process as confirmed in its
13 declaration filed with the Court. The form and method for notifying the Settlement Class Members of
14 the Settlement and its terms and conditions was in conformity with this Court's Preliminary Approval
15 Order and satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2)(B) and due process,
16 and constituted the best notice practicable under the circumstances. The Court finds that the notice
17 process was designed to advise the Settlement Class Members of their rights. Further, the Court finds
18 that Settlement Fund is approved, and the claim process set forth in the Settlement Agreement was
19 followed and that the process was the best practicable procedure under the circumstances.

20 V. FINAL CLASS CERTIFICATION: The Court finds that the Action satisfies the
21 applicable prerequisites for class action treatment under Federal Rule of Civil Procedure 23, for
22 settlement purposes. The Court finds that the Settlement of the Action, on the terms and conditions set
23 forth in the Settlement Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the
24 best interests of the Settlement Class Members, especially in light of the benefits to the Settlement Class
25 Members, the strength of the Plaintiff's case, the complexity, expense and probable duration of further
26 litigation, the risk and delay inherent in possible appeals, and the risk of collecting any judgment
27 obtained on behalf of the class.

1 VI. SETTLEMENT TERMS: The Settlement Agreement, which has been filed with the
2 Court and shall be deemed incorporated herein, and the proposed Settlement is finally approved and
3 shall be consummated in accordance with the terms and provisions thereof, except as amended by any
4 order issued by this Court. The material terms of the Settlement Agreement include, but are not limited
5 to, the following:

6 1. The Claims Administrator, shall pay each of the claimants that made a timely and
7 valid claim the sum of \$1,500; provided, however:

8 a. With respect to Claim No. CCC2124 (Aurora B. Santisteban): (i) the
9 Claims Administrator is to make no payment to the Claimant; (ii) CCCS is to reduce the
10 amount it pays into the Settlement Pool by \$1,500; (iii) CCCS is to file a partial
11 satisfaction of judgment with the Las Vegas Justice Court in its action against this
12 Claimant; and (iv) CCCS will provide a file-stamped copy of the partial satisfaction of
13 judgment to Class Counsel and the Claims Administrator.

14 b. With respect to other Claims where CCCS has alleged that a Claimant
15 owes a debt to CCCS: (i) the Claims Administrator shall withhold \$1,500 for each
16 Claimant alleged to owe a debt to CCCS; (ii) CCCS shall make reasonable efforts to
17 negotiate with each Claimant—with an initial contact via U.S. Mail in a form approved
18 by Class Counsel—in order to avoid the necessity of seeking a judgment against the
19 Claimant; (iii) if a Claimant fails to contact CCCS within two weeks of the initial contact
20 or if a Claimant and CCCS are unable to negotiate a mutually satisfactory resolution, then
21 CCCS shall have until March 1, 2018, to obtain a judgment against such Claimant and
22 provide Class Counsel and the Claims Administrator with file-stamped copies of any
23 judgments obtained; (iv) if CCCS is unable to provide a file-stamped copies of a
24 judgment to Class Counsel and the Claims Administrator by March 1, 2018, then the
25 Claims Administrator will issue a check to the Claimant; (v) if CCCS provides a file-
26 stamped copy of a judgment to Class Counsel and the Claims Administrator by March 1,
27 2018, then CCCS shall reduce its final payment into the Settlement Pool according to the
28 amount of debt offset (or, if necessary, the Claims Administrator shall refund to CCCS in

1 the amount of debt offset) and CCCS is to file a partial satisfaction of judgment with the
2 appropriate tribunal in its actions against the Claimant, which CCCS will provide a file-
3 stamped copy of same to Class Counsel and the Claims Administrator.

4 2. The Claims Administrator shall pay from the Settlement Fund the total sum of
5 \$10,000.00 to the Plaintiff Ronald Grider, payable through Class Counsel, as an incentive
6 payment for bringing and participating in this Action;

7 3. The Claims Administrator shall be paid from the Settlement Fund the sum of
8 \$124,646.76 for its costs and fees incurred for the cost of notice and claims administration; and

9 4. The Claims Administrator shall pay from the Settlement Fund to Class Counsel
10 the sum of \$2,640,000.00 as attorneys' fees and costs incurred in litigating this Action, in the
11 manner specified in the Settlement Agreement.

12 VII. EXCLUSIONS AND OBJECTIONS:

13 1. No exclusions were received by the Claims Administrator.

14 2. The Settlement Class Members were given an opportunity to object to the
15 Settlement. No Settlement Class Members filed objections.

16 VIII. This Order is binding on all Settlement Class Members.

17 IX. RELEASE OF CLAIMS AND DISMISSAL OF ACTION: The Class Representative,
18 Settlement Class Members, and their successors and assigns are permanently barred and enjoined from
19 instituting or prosecuting, either individually or as a class, or in any other capacity, any of the Released
20 Claims against any of the Released Parties, as set forth in the Settlement Agreement. Pursuant to the
21 Release contained in the Settlement Agreement, the Released Claims are compromised, discharged, and
22 dismissed with prejudice by virtue of these proceedings and this Order.

23 X. The Action is hereby dismissed with prejudice in all respects.

24 XI. This Order is not, and shall not be construed as, an admission by Defendant or Released
25 Parties of any liability or wrongdoing in this or in any other proceeding.

26 XII. Without affecting the finality of this Final Judgment and Order of Dismissal with
27 Prejudice, the Court hereby retains continuing and exclusive jurisdiction over the Parties and all matters
28

1 relating to the Action and/or Settlement Agreement, including the administration, interpretation,
2 construction, effectuation, enforcement, and consummation of the settlement and this order.

3 IT IS SO ORDERED.

4 Dated this 7th day of March, 2017



7 _____
8 THE HON. KENT J. DAWSON
9 UNITED STATES DISTRICT COURT JUDGE

9 Respectfully Submitted by:

10 BAILEY ♦ KENNEDY

11 By: /s/ Dennis L. Kennedy

12 DENNIS L. KENNEDY
13 JOSHUA M. DICKEY
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