



1           The motion of plaintiffs Robert Blau, Gerald Hawkins and Rae Hawkins  
2 (“Representative Plaintiffs”) for an order preliminarily approving the settlement of this action,  
3 approving the form of notice to the class, and setting a final approval hearing came on for hearing  
4 in Department 20 of this Court on June 11, 2010. Robert S. Arns, Kathryn Stebner and Steven R.  
5 Weinmann appeared on behalf of plaintiffs. Charles G. Miller appeared on behalf of defendants  
6 Dollar Financial Corp. and Dollar Financial Group, Inc. Daniel Hager appeared on behalf of  
7 defendant Derek Thiele. Thomas D’Amato appeared on behalf of defendant Lawrence Golkin.  
8 No appearances were made on behalf of We The People USA, Inc. or We The People LLC. No  
9 appearance was made on behalf of We The People Forms And Services Centers USA, Inc.

10           The Class Action Settlement Agreement at issue was made and entered into as of  
11 May 7, 2010 and the First Amendment to Class Action Settlement Agreement was entered into as  
12 of June 10, 2010 (together, the “Settlement Agreement”), by and between appearing defendants  
13 Dollar Financial Corp. (erroneously named as Dollar Financial Corporation) (“DFC”), Dollar  
14 Financial Group, Inc. (“DFG”), We The People USA, Inc. (also named by former name as WTP  
15 Acquisition Corp.), individually and as a debtor in possession (“WTP Inc.”), We The People LLC  
16 (erroneously named as We The People, LLC), individually and as a debtor in possession (“WTP  
17 LLC”), Lawrence H. Golkin (“Golkin”) and Derek G. Thiele (“Thiele”) on the one hand, and the  
18 Representative Plaintiffs on behalf of themselves and the Provisional Settlement Class (as defined  
19 in the Settlement Agreement)<sup>1</sup> on the other hand. On May 25, 2010, the United States Bankruptcy  
20 Court for the District of Delaware entered an Order Approving Settlement Agreement Pursuant to  
21 Fed. R. Bankr. P. 9019, and granted relief from the automatic stay for cause pursuant to 11 U.S.C.  
22 § 362(d)(1) solely to allow the parties to seek settlement approval of the Settlement Agreement in  
23 this Court and to implement the terms of the Settlement Agreement.

24           Having read the motion, the memoranda and the declarations filed by the parties,  
25 and having heard argument of counsel, this Court finds that the proposed settlement appears as a  
26 preliminary matter fair, reasonable and adequate, and that a hearing should be held after notice to

27 <sup>1</sup> All capitalized terms not otherwise defined herein shall have the respective meanings set  
28 forth in the Settlement Agreement.

1 the Potential Class Members of the proposed settlement to determine if the Settlement Agreement  
2 and settlement are fair, reasonable and adequate and if a Settlement Approval Order and Final  
3 Judgment should be entered in this action based upon the Settlement Agreement;

4 IT IS THEREFORE ORDERED THAT:

5 1. Entry of this Order is subject to the entry of a further Order by the United  
6 States Bankruptcy Court for the District of Delaware approving the Settlement Agreement as  
7 amended since its initial approval.

8 2. The Settlement Agreement and the settlement contained therein are  
9 preliminarily approved as fair, reasonable and adequate.

10 3. A Provisional Settlement Class is certified for settlement purposes only, and  
11 for no other purpose, as follows:

12 **Settlement Class I Members:** All persons who paid for and  
13 received any document preparation service involving the estate  
14 planning products, including living trusts, wills, probate matter,  
15 quitclaim deeds and advanced health care directives and/or powers  
16 of attorney from a We The People store (whether corporate owned,  
franchisee owned, or otherwise) located in the State of California  
between March 7, 2005 and May 27, 2010 who do not exclude  
themselves from the settlement.

17 **Settlement Class II Members:** All persons who paid for and  
18 received any document preparation service involving the estate  
19 planning products, including living trusts, wills, probate matter,  
20 quitclaim deeds and advanced health care directives and/or powers  
of attorney from a We The People store (whether corporate owned,  
franchisee owned, or otherwise) located in the State of California  
between September 19, 2003 and March 6, 2005 who do not exclude  
themselves from the settlement.

21 4. The Court finds that Robert S. Arns, Jonathan E. Davis and Steven R.  
22 Weinmann of The Arns Law Firm, and Kathryn Stebner of Stebner and Associates may act as  
23 Class Counsel for the Provisional Settlement Class. The Court further finds that the  
24 Representative Plaintiffs may act as class representatives for the Provisional Settlement Class;

25 5. The Court approves the retention of Gilardi & Company as Settlement  
26 Administrator, subject to the provisions of the Settlement Agreement;

1           6.     The Court finds that the members of the Potential Settlement Class are  
2 entitled to notice of the pendency and settlement of this action, and the opportunity to exclude  
3 themselves from this settlement.

4           7.     The Court approves, as to form and content, Notice of Proposed Class  
5 Action Settlement (the "Class Notice") attached hereto as **Exhibit 1**. The Class Notice meets the  
6 requirements of section 382 of the Code of Civil Procedure, section 1781 of the Civil Code,  
7 Rule 3.766 of the California Rules of Court, and due process. The Court further approves the  
8 proof of claim procedure, and approves the Proof of Claim Form attached to Exhibit 1. Non-  
9 substantive changes may be made to the formatting (text, font size, etc.) of the Class Notice, on  
10 mutual agreement of the parties, without further order of the Court.

11           8.     The Guide To Reviewing Your Estate Planning Documents prepared by  
12 Matthew O' Donnell, Esq., shall be provided to all Class members along with the Notice. Such  
13 Guide shall also include in its introductory section language stating that "The content of this Guide  
14 is the sole responsibility of its author, Matthew O'Donnell, Esq., and the Court's approval of the  
15 sending of the Guide to you does not constitute a representation that it is an accurate statement of  
16 the law as to the subjects discussed."

17           9.     Those Class members who elect to have an attorney consultation, shall also  
18 receive with their information as to how to contact the Consulting Attorney, the following  
19 disclaimer: "The Court's approval of the option of a consultation with an attorney as part of the  
20 Settlement does not constitute an endorsement by the Court of any legal advice you may receive in  
21 that consultation. You are free to seek legal advice from other qualified sources including other  
22 attorneys if you so choose, at your own expense."

23           10.    Defendants WTP Inc. and WTP LLC shall compile and provide to the  
24 Settlement Administrator a list of the Potential Class Members' addresses from their currently  
25 available records by June 11, 2010. The Settlement Administrator shall utilize an address  
26 refreshing service to obtain the most current available addresses for the Potential Class Members,  
27 in compliance with paragraph 3.2 of the Settlement Agreement. As soon as practicable thereafter,  
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1 but no later than June 25, 2010, the Settlement Administrator shall cause the Class Notice to be  
2 mailed by first class mail to all known Potential Class Members at the most current available  
3 addresses. Class Counsel is directed to file with the Court, and serve upon defendants' counsel,  
4 prior to the Final Hearing, a declaration of such mailings. The mailing of the Class Notices as  
5 directed in this Order constitutes the best notice practicable under the circumstances and sufficient  
6 notice to all Potential Class Members.

7 11. Any Potential Class Member who does not wish to participate in this  
8 settlement must send a written "Request for Exclusion," postmarked on or before August 16, 2010.  
9 Any Settlement Class I Member who wishes to receive the monetary compensation or an attorney  
10 consultation, and any Settlement Class II Member who wishes to receive an attorney consultation  
11 must complete, sign and mail the Proof of Claim Form postmarked on or before August 16, 2010.

12 12. The costs and expenses of printing and mailing the Class Notice shall be  
13 allocated subject to the provisions of the Settlement Agreement.

14 13. A hearing (the "Final Hearing") shall be held on September 17, 2010 , at  
15 11:00 a.m. in Department 20 of this Court, as set forth in the Class Notice, to determine whether  
16 the proposed settlement of this action is fair, reasonable and adequate and should be finally  
17 approved. The Court will also consider at the final approval hearing on the applications for  
18 plaintiffs' attorney fees and expenses and incentive awards to the representative plaintiffs.

19 14. Plaintiffs' briefs and supporting papers in support of the proposed  
20 settlement, and application for an award of fees and expenses to Class Counsel and incentive  
21 awards to the representative plaintiffs, shall be filed with the Court on or before September 10,  
22 2010. After the Final Hearing, the Court may enter a Settlement Approval Order and Final  
23 Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all class  
24 members. The Court notes that it will at that time, if the settlement is approved, enter a judgment  
25 rather than a dismissal with prejudice of the Fourth Amended Complaint.

26 15. Provided they notify the Court of their intent to do so, any member of the  
27 Provisional Settlement Class who objects to approval of the proposed settlement, including any  
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1 application for attorney fees and expenses and incentive awards to the named plaintiffs, may  
2 appear at the Final Hearing in person or through counsel to show cause why the proposed  
3 settlement should not be approved as fair, reasonable and adequate.

4 16. All written objections, supporting papers and/or notices of intent to appear  
5 at the Final Approval and Fee Hearing must (a) clearly identify the case name and number (*Blau v.*  
6 *Dollar Financial Corporation, et al.*, No. RG 07-347097), (b) be submitted to the Court either by  
7 mailing to: Clerk of Court, Superior Court of California, County of Alameda, Rene C. Davidson  
8 Alameda County Courthouse, 1225 Fallon Street, Oakland, California 94612, or by filing in person  
9 at any location of the Superior Court, County of Alameda that includes a facility for civil filings,  
10 (c) also be mailed to the law firms identified: (1) Robert S. Arns, The Arns Law Firm, 515 Folsom  
11 Street, 3rd Floor, San Francisco, CA 94105; (2) Kathryn A. Stebner, Stebner and Associates, 870  
12 Market Street, Suite 1212, San Francisco, CA 94102; (3) Charles G. Miller, Bartko, Zankel,  
13 Tarrant & Miller, 900 Front Street, Suite 300, San Francisco, CA 94111; (4) Thomas J. D'Amato,  
14 Murphy, Pearson, Bradley & Feeney, 88 Kearny Street, Suite 1000, San Francisco, CA 94108; and  
15 (5) Russell S. Roeca, Roeca Haas Hager LLP, 351 California Street, Suite 900, San Francisco, CA  
16 94104, and (d) be filed or postmarked on or before August 30, 2010.

17 17. Any member of the Provisional Settlement Class who does not make an  
18 objection to the settlement in the manner provided herein shall be deemed to have waived any such  
19 objection by appeal, collateral attack or otherwise.

20 18. All pretrial proceedings in this action are stayed and suspended until further  
21 order of this Court, except such actions as may be necessary to implement the Settlement  
22 Agreement and this Order.

23 19. In the event that the proposed settlement as provided in the Settlement  
24 Agreement is not approved by the Court, or for any reason the parties fail to obtain a Settlement  
25 Approval Order and Final Judgment as contemplated in the Settlement Agreement, or the  
26 Settlement Agreement is terminated pursuant to its terms, the Settlement Agreement and all orders  
27 entered in connection therewith shall become null and void and of no further force and effect, and  
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1 shall not be used or referred to for any purpose whatsoever. In such event, the Settlement  
2 Agreement and all negotiations and proceedings relating thereto shall be withdrawn without  
3 prejudice as to the rights of any and all parties thereto.

4 20. Dates for performance:

5 (a) WTP Inc. and WTP LLC to provide the Settlement Administrator  
6 with a list of the Potential Class Members' addresses from currently available records: June 11,  
7 2010.

8 (b) Settlement Administrator to utilize an address refreshing service to  
9 obtain the most current available addresses for the Potential Class Members, and cause the Class  
10 Notice to be mailed by first class mail to all known Potential Class Members no later than: June  
11 25, 2010.

12 (c) Last day for postmarked "Requests for Exclusion" and "Proof of  
13 Claim Forms" to be postmarked to Settlement Administrator: August 16, 2010

14 (d) Objections to settlement to be filed by August 30, 2010.

15 (e) Class Counsel and Defendants to file and serve their papers in  
16 support of settlement and Class Counsel to file their request for attorney fees by September 10,  
17 2010.

18 (f) Final Hearing to be held on: September 17, 2010 at 11:00, in  
19 Department 20.

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21  
22 DATE:  2010

  
23  
24 Hon. Robert  Freedman