

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

IN RE: HIGHER ONE ONEACCOUNT MARKETING AND SALES PRACTICES LITIGATION)	No. 3:12-md-02407 (VLB)
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)	

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

This matter came before the Court for hearing on November 24, 2014, on the unopposed application of Plaintiffs for final approval of the Settlement Agreement dated January 31, 2014 (the "Settlement Agreement"). Due and adequate notice having been given of the Settlement, and the Court having considered all papers filed and proceedings held herein and otherwise being fully informed in the premises and good cause appearing therefore, and for the reasons already stated in the Court's Final Approval Order, dated December 15, 2014, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. The Settlement Agreement, including the definitions contained therein, is incorporated by reference in this Final Judgment, and all terms used herein shall have the same meanings set forth in the Settlement Agreement.

2. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Settlement is approved as fair, reasonable and adequate, and the Parties are directed to consummate the Settlement Agreement in accordance with its terms and conditions.

3. Pursuant to Fed. R. Civ. P. 23(a) and (b)(3), the Court hereby finally certifies, for purposes of effectuating the Settlement only, a Class consisting of all persons who opened a OneAccount between July 1, 2006 through August 2, 2012, and who incurred a OneAccount Fee during that period. Excluded from the Class are Defendants, their subsidiaries, affiliates, parents, officers and directors, current and former employees; any entity in which Defendants have a controlling interest; governmental entities; and all judges assigned to hear any aspect of this case, as well as their immediate families. Also excluded is any person who, during the Class Period, released Defendants from liability concerning the claims in the Litigation.

4. Except as to any individual claim of those Persons (identified in Exhibit 1 attached hereto) who have validly and timely requested exclusion from the Class, the Complaint, the Litigation, and all of the Released Claims, as described in Paragraph 70 of the Settlement Agreement, are hereby dismissed without costs and with prejudice in full. The Parties are to bear their own costs, except as provided in the Settlement Agreement.

5. Defendants have complied with the notice requirements of 28 U.S.C. § 1715.

6. The form and method of notifying the Class of the terms and conditions of the proposed Settlement met the requirements of Fed. R. Civ. P. 23, due process, and any other applicable law; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto.

7. Plaintiffs Brandi Crawford, Tarsha Crockett, Aisha DeClue, Larry Forman, Rhonda Hannibal, Prince Kaywood, Gaynell Kaywood, John Brandon Kent, Brianne Elizabeth Kent, Kristen Krieg, Jonathan Lanham, Ashley Parker, and Jeanette Price each shall be paid \$5,000 from the Settlement Fund as a Class Representative Service Award. Former Plaintiffs Bailey Bates, Rachel Hancock, Anna Brooke Warren, Sherry Mcfall, Jill Massey, and Lee McWhorter each shall be paid \$2,500 from the Settlement Fund as a Service Award.

8. Class Counsel Tycko & Zavareei, LLP, Shepherd, Finkelman, Miller & Shah, LLP, Gentle Turner Sexton Debrosse & Harbison, and JonesWard PLC shall be paid a total of \$4,549,442.60 from the Settlement Fund for their reasonable attorneys' fees and costs.

9. Plaintiffs and Class Members are hereby barred and permanently enjoined from asserting any of the Released Claims, including during any appeal from the Final Approval Order or this Judgment.

10. Without affecting the finality of this Final Approval Order and Judgment in any way, this Court hereby retains continuing and exclusive jurisdiction over the Parties to this Agreement, including all Defendants, all Class Members, and all objectors, to administer, supervise, construe, and enforce the Settlement Agreement, the Final Approval Order, and this Judgment.

11. In the event that the Settlement does not become effective in accordance with the terms of the Settlement Agreement or the Effective Date

does not occur, or in the event that any other ground for termination provided in the Settlement Agreement occurs, then the Order and this Final Judgment shall be rendered null and void to the extent provided and in accordance with the Settlement Agreement and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement.

DONE AND ORDERED, this 15th day of December, 2014.

 /s/
Hon. Vanessa L. Bryant

EXHIBIT 1

Higher One OneAccount Settlement
Requests to Exclude from the Settlement

As of October 6, 2014

Name	City	State
JACLYN D ALLEN	CLARKSON	KY
SEPTABEYA M BEAN	PEARL	MS
COREY E BROWN	HAWESVILLE	KY
DAISY Y CHAVEZ	VAN NUYS	CA
ZORI A CRAWFORD	COLUMBUS	GA
SARAH C DIAMSAY	MISSION VIEJO	CA
JOSE D SANCHEZ DIAZ	OMAHA	NE
KISER M EDWARDS	ST PETERSBURG	FL
ZEFFREY M EDWARDS	TEMPLE	TX
NANCY EQUIHUA	VISALIA	CA
CASSIE M ERWIN	KLAMATH FALLS	OR
MEGHEAN E FELLING	BROOKLYN	NY
JADE C FLADER	NORTHRIDGE	CA
RAKEESHA R GRAHAM	DEL CITY	OK
MICHAEL G HAN	DENTON	TX
PAUL S HASTINGS	LAGO VISTA	TX
LACY A HOFF	TEMPLE	TX
SAMUEL J HOWARD	LYNCHBURG	VA
HOLLY F HUMES	REASNOR	IA
CHARLES IGWE	DAYTONA BEACH	FL
ALAN P JARRIN	UNION CITY	NJ
BEZACHIN JIFAR	BRONX	NY
LESLIE JOHANNSEN	KINGWOOD	TX
SHANICE N MAYS	BRADENTON	FL
LINDSEY E MORGAN	NORTON SHORES	MI
ALICE E MOUKOUDI	COLUMBIA	MD
ASMA MUMTAZ	KENOSHA	WI
APEKSHA NAGAR	WOODSTOCK	GA
THU NGUYEN	ARLINGTON	TX
MICHAEL S POWELL	JEFFERSON	GA
JUDY A POWELL	INDIANAPOLIS	IN
MIKHAILA N ROBERSON	WACO	TX
RONDA J. ROBY	SACRAMENTO	CA
NICHOLAS W ROMANO	PROVIDENCE	RI
ELIZABETH A SAMSON	PEARL	MS
NADIA Y SANDOVAL	LONG BEACH	CA
ALEXEY SHPAK	LOS ANGELES	CA
DANIELLE K SMITH	BUTLER	MO

Name	City	State
CHELSEA P SMITH	COLLEGE STATION	TX
DONALD L SNOWDEN	CUMMING	GA
SHAKARA I STEWART	HOUSTON	TX
RAFAL SZCZESNY	BRIDGEPORT	PA
VANESSA A TAYLOR	LOS ANGELES	CA
ALEXANDRIA M THATCHER	WEST HARTFORD	CT
STEPHANIE D TRAN	ANAHEIM	CA
NHAT H TRAN	STANTON	CA
CATHLEEN M WEDDLE	HOUSTON	TX
JANAY E WHEELER	NEW ORLEANS	LA
MEGAN R WHITE	MOUNT WASHINGTON	KY
ASHLEY N WILKINS	STEARNS	KY
JAMIE WOLF	ROTHBURY	MI
MARSHA N WOOD	MIAMI	FL
ERICA L ZOLLERS	GROVES	TX