

1 **EXHIBIT 6**
2 **PROPOSED FINAL APPROVAL ORDER**

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8 **UNITED STATES DISTRICT COURT**
9 **WESTERN DISTRICT OF WASHINGTON**

10 EUGENE MANNACIO, on behalf of himself
11 and all others similarly situated,

Case No. 3:22-cv-05498-RSM

12 Plaintiff,

13 vs.

14 SOVEREIGN LENDING GROUP
15 INCORPORATED,

16 Defendant.

17 **[PROPOSED] FINAL APPROVAL ORDER**

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19 On _____ (month) ____ (day), 2023, this Court heard the motion for final approval
20 of the class action settlement and for entry of judgment filed by Plaintiff.² This Court reviewed:
21 (a) the motion and the supporting papers, including the Settlement Agreement and Release
22 (“Settlement Agreement”); (b) any objections filed with or presented to the Court; (c) the Parties’
23 responses to any objections; and (d) counsel’s arguments. Based on this review and the findings
24 below, the Court found good cause to grant the motion.
25

26 _____
27 ² Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

1 **FINDINGS:**

2 **1.** Upon review of the record, the Court hereby finds that the Settlement Agreement
3 is, in all respects, fair, adequate, and reasonable and therefore approves it. Among other matters
4 considered, the Court took into account: (a) the complexity of Plaintiff’s theory of liability; (b) the
5 arguments raised by Sovereign Lending Group Incorporated (“Sovereign Lending”) in its
6 pleadings and throughout the litigation that could potentially preclude or reduce the recovery by
7 Settlement Class Members; (c) delays in any award to the Settlement Class that would occur due
8 to further litigation and appellate proceedings; (d) the amount of discovery that has occurred; (e)
9 the relief provided to the Settlement Class; (f) the recommendation of the Settlement Agreement
10 by counsel for the Parties; and (g) the low number of objectors to the Settlement Agreement,
11 demonstrating that the Settlement Class has a positive reaction to the proposed settlement.

12 **2.** The Court also finds that extensive arm’s-length negotiations have taken place, in
13 good faith, between Settlement Class Counsel and Sovereign Lending’s Counsel resulting in the
14 Settlement Agreement. These negotiations were presided over by an experienced mediator.

15 **3.** The Settlement Agreement provides substantial value to the Settlement Class in the
16 form of cash payments.

17 **4.** Notice was provided to Class Members in compliance with Section 4 of the
18 Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The
19 notice: (i) fully and accurately informed Settlement Class Members about the lawsuit and
20 settlement; (ii) provided sufficient information so that Settlement Class Members could decide
21 whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the
22 settlement; (iii) provided procedures for Class Members to file written objections to the proposed
23 settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv)
24 provided the time, date, and place of the final fairness hearing.

1 **5.** Sovereign Lending filed a copy of the notice it gave on [Month] [Date], [Year]
2 pursuant to 28 U.S.C. § 1715(b), and the notice complies with the requirements of 28 U.S.C.
3 § 1715(b).

4 **6.** Plaintiff and Settlement Class Counsel have fairly and adequately protected the
5 Settlement Class’s interests, and the Parties have adequately performed their obligations under the
6 Settlement Agreement.

7 **7.** For settlement purposes only, there are questions of law and fact common to the
8 Settlement Class which predominate over any questions affecting only individual Settlement Class
9 Members.

10 **8.** For settlement purposes only, class certification is superior to other available
11 methods for the fair and efficient adjudication of the controversy.

12 **9.** For the reasons stated in the Preliminary Approval Order, and having found nothing
13 in any submitted objections that would disturb these previous findings, this Court finds and
14 determines that the proposed Class, as defined below, meets all of the legal requirements for class
15 certification, for settlement purposes only, under Federal Rule of Civil Procedure 23 (a) and (b)(3).

16 **10.** An award of \$_____ for a Fees, Costs, and Expenses Award to
17 Settlement Class Counsel is fair and reasonable in light of the nature of this case, Settlement Class
18 Counsel’s experience and efforts in prosecuting this Action, and the benefits obtained for the
19 Settlement Class.
20

21 **11.** A Service Payment to Plaintiff of \$_____ is fair and reasonable
22 in light of: (a) Plaintiff’s risks (including financial, professional, and emotional) in commencing
23 this Action; (b) the time and effort spent by Plaintiff in litigating this Action; and (c) Plaintiff’s
24 public interest service.
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1 **12.** Reimbursement of \$ _____ to the Settlement Administrator is fair
2 and reasonable to compensate it for the provision of notice to the Settlement Class and
3 administering the Settlement.

4 **IT IS ORDERED THAT:**

5 **13. Class Members.** The Settlement Class is certified as a class of All persons or
6 entities within the United States to whom Defendant or a third party acting on its behalf: (a) made
7 one or more telephone calls, including while the call recipient's number was on the National Do
8 Not Call Registry; and/or (b) made one or more calls after asking Defendant or a third party acting
9 on Defendant's behalf to stop calling when that telephone number was obtained by the Defendant
10 from The Money Source Inc.

12 **14. Binding Effect of Order.** This Order applies to all claims or causes of action
13 settled under the Settlement Agreement and binds all Settlement Class Members, including those
14 who did not properly request exclusion under paragraph 13 of the Preliminary Approval Order.
15 This Order does not bind persons who filed timely and valid requests for exclusion. Attached as
16 Exhibit A is a list of persons who properly requested to be excluded from the settlement

17 **15. Release.** Plaintiff and all Settlement Class Members who did not properly request
18 exclusion are: (1) deemed to have released and discharged Sovereign Lending from all claims
19 arising out of or asserted in the Action and all claims released under the Settlement Agreement;
20 and (2) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly
21 or indirectly, these claims. The full terms of the release described in this paragraph are set forth
22 in Sections 1.23-1.25 and 2.2.1 of the Settlement Agreement and are specifically incorporated
23 herein by this reference.
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1 **16. Class Relief.** Sovereign Lending is directed to provide the Settlement Fund to the
2 Settlement Administrator according to the terms and timeline stated in the Settlement Agreement.
3 The Settlement Administrator is further directed to issue payments to each Settlement Class
4 Member who submitted a valid and timely Claim Form (i.e., each Authorized Claimant) according
5 to the terms and timeline stated in the Settlement Agreement.

6 **17. Cy Pres Distribution.** Pursuant to Paragraphs 3.5, 3.6, and 3.8 of the Settlement
7 Agreement, any unpaid portion of the Settlement Fund shall be paid to _____.

8 **18. Miscellaneous.** No person or entity shall have any claim against Sovereign
9 Lending, Sovereign Lending’s Counsel, Plaintiff, the Settlement Class Members, Settlement Class
10 Counsel, or the Settlement Administrator based on distributions and payments made in accordance
11 with the Agreement.
12

13 **19. Court’s Jurisdiction.** Pursuant to the Parties’ request, the Court will retain
14 jurisdiction over this Action and the Parties for all purposes related to this settlement.
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16 SO ORDERED this ___ day of _____, 2023.
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19 _____
20 THE HONORABLE RICARDO S. MARTINEZ
21 UNITED STATES DISTRICT COURT
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