

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Vanessa C. Spencer, on behalf of herself) Case No. CV-18-2225-PHX-BSB
and others similarly situated,)

Plaintiff,)

vs.)

#1 A LifeSafer of Arizona, LLC and #1 A)
LifeSafer, Inc.,)

Defendants.)

**DECLARATION OF JESSE S.
JOHNSON IN SUPPORT OF
PLAINTIFF’S UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

I, Jesse S. Johnson, pursuant to 28 U.S.C. § 1746, declare as follows:

1. My name is Jesse S. Johnson.

2. I am over twenty-one years of age and am fully competent to make the statements contained in this declaration.

3. I have personal knowledge of the matters stated herein and, if called upon, could and would competently testify thereto.

4. I am a partner at the law firm of Greenwald Davidson Radbil PLLC (“GDR”), counsel for Vanessa C. Spencer (“Plaintiff”) in the above-entitled action.

5. I graduated from the University of Florida in 2005 and the University of Florida Fredric G. Levin College of Law in 2009.

6. I have extensive experience litigating consumer protection class actions.

7. My firm has been appointed class counsel in numerous class actions throughout the country, including those brought under such consumer protection statutes as the Fair Debt Collection Practices Act and the Telephone Consumer Protection Act. *See, e.g., Dickens v. GC Servs. Ltd. P’ship*, No. 16-803, 2018 WL 4732478 (M.D. Fla. Oct. 2, 2018); *Veness v. Heywood, Cari & Anderson, S.C.*, No. 17-338, 2017 WL 6759382 (W.D. Wisc. Dec. 29, 2017); *Kagno v. Bush Ross, P.A.*, No. 17-1468, 2017 WL

1 6026494 (M.D. Fla. Dec. 4, 2017); *Johnson v. NPAS Solutions, LLC*, No. 17-80393, 2017
2 WL 6060778 (S.D. Fla. Dec. 4, 2017); *Beck v. Thomason Law Firm, LLC*, No. 16-570,
3 2017 WL 3267751 (D.N.M. July 27, 2017); *Johnson v. Navient Solutions, Inc.*, No. 15-
4 716 (S.D. Ind. July 13, 2017); *Toure v. Navient Solutions, Inc.*, No. 17-71 (S.D. Ind. July
5 13, 2017); *James v. JPMorgan Chase Bank, N.A.*, No. 15-2424, 2017 WL 2472499 (M.D.
6 Fla. June 5, 2017); *Johnston v. Kass Shuler, P.A.*, No. 16-3390, 2017 WL 1231070 (M.D.
7 Fla. Mar. 29, 2017); *Gonzalez v. Germaine Law Office PLC*, No. 15-1427, 2016 WL
8 5844605 (D. Ariz. Oct. 3, 2016); *Cross v. Wells Fargo Bank, N.A.*, No. 15-1270, 2016
9 WL 5109533 (N.D. Ga. Sept. 13, 2016); *Roundtree v. Bush Ross, P.A.*, No. 14-357, 2016
10 WL 360721 (M.D. Fla. Jan. 28, 2016); *Schuchardt v. Law Office of Rory W. Clark*, No.
11 15-1329, 2016 WL 232435 (N.D. Cal. Jan. 20, 2016); *Whitford v. Weber & Olcese,*
12 *P.L.C.*, No. 15-400, 2016 WL 122393 (W.D. Mich. Jan. 11, 2016); *Chapman v. Bowman,*
13 *Heintz, Boscia & Vician, P.C.*, No. 15-120, 2015 WL 9478548 (N.D. Ind. Dec. 29, 2015);
14 *McWilliams v. Advanced Recovery Sys., Inc.*, 310 F.R.D. 337, 340 (S.D. Miss. 2015);
15 *Gonzalez v. Dynamic Recovery Solutions, LLC*, Nos. 14-24502, 14-20933, 2015 WL
16 738329 (S.D. Fla. Feb. 23, 2015); *Ritchie v. Van Ru Credit Corp.*, No. 12-1714, 2014 WL
17 3955268 (D. Ariz. Aug. 13, 2014).

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19 8. Multiple district courts have commented on GDR's useful knowledge and
20 experience in connection with class action litigation.

21 9. For example, in *Schwyhart v. AmSher Collection Servs., Inc.*, Judge John E.
22 Ott, Chief Magistrate Judge of the Northern District of Alabama, stated upon granting
23 final approval of a class action settlement in which he appointed GDR as class counsel:

24 I cannot reiterate enough how impressed I am with both your handling of
25 the case, both in the Court's presence as well as on the phone conferences,
26 as well as in the written materials submitted. . . . I am very satisfied and I
27 am very pleased with what I have seen in this case. As a judge, I don't get
28 to say that every time, so that is quite a compliment to you all, and thank
you for that.

No. 15-1175 (N.D. Ala. Mar. 15, 2017).

1 10. In *Ritchie*, Judge Stephen McNamee, Senior U.S. District Court Judge for
2 the District of Arizona, stated upon granting final approval:

3 I want to thank all of you. It's been a pleasure. I hope that you will come
4 back and see us at some time in the future. And if you don't, I have a lot of
5 cases I would like to assign you, because you've been immensely helpful
6 both to your clients and to the Court. And that's important. So I want to
thank you all very much.

7 No. 12-1714 (D. Ariz. July 21, 2014).

8 11. In *McWilliams v. Advanced Recovery Sys., Inc.*, Judge Carlton W. Reeves
9 of the Southern District of Mississippi described GDR as follows:

10 More important, frankly, is the skill with which plaintiff's counsel litigated
11 this matter. On that point there is no disagreement. Defense counsel
12 concedes that her opponent—a specialist in the field who has been class
13 counsel in dozens of these matters across the country—'is to be
14 commended for his work' for the class, 'was professional at all times' . . . ,
and used his 'excellent negotiation skills' to achieve a settlement fund
15 greater than that required by the law. The undersigned concurs . . .
16 Counsel's level of experience in handling cases brought under the FDCPA,
other consumer protection statutes, and class actions generally cannot be
overstated.

17 No. 15-70, 2017 WL 2625118, at *3 (S.D. Miss. June 16, 2017).

18 12. And more recently in *Bellum v. Law Offices of Frederic I. Weinberg &*
19 *Assocs., P.C.*, Judge C. Darnell Jones II of the Eastern District of Pennsylvania took care
20 to point out that GDR was appointed as class counsel "precisely because of their
21 expertise and ability to represent the class in this matter." No. 15-2460, 2016 WL
22 4766079, at *5 (E.D. Pa. Sept. 13, 2016).

23 13. Additional information about GDR is available at www.gdrlawfirm.com.

24 14. GDR has, and will continue to, vigorously protect the interests of the
25 members of the proposed settlement class.
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27 15. GDR has advanced all costs necessary to successfully prosecute this action
28 to date and will continue to do so as this case proceeds through preliminary and final

1 approval.

2 16. The parties have reached a settlement that I firmly believe is fair,
3 reasonable, and adequate, and in the best interests of all members of the settlement class.

4 17. As more specifically set forth in the parties' Class Action Settlement
5 Agreement (the "Agreement"), this settlement requires #1 A LifeSafer of Arizona, LLC
6 ("Defendant") to create a class settlement fund of \$36,819 for the benefit of 8,182 class
7 members, allowing for likely individual cash payments of \$22 to \$45 per participating
8 class member, based on historical claims rates in actions like this.

9 18. The parties have agreed that any unclaimed settlement funds ultimately will
10 be directed to the Arizona Foundation for Legal Services & Education as a *cy pres* award
11 recipient—not revert to Defendant.

12 19. Defendant will separately pay all costs of direct mail class notice and
13 settlement administration, upon the Court's approval of the same.

14 20. Additionally, Defendant will separately pay \$1,000 to Plaintiff in
15 recognition of her service to the class, subject to the Court's approval.

16 21. As well, Defendant will separately pay an award of attorney's fees, costs
17 and expenses to Plaintiff's counsel in an amount to be determined by the Court upon
18 Plaintiff's application at the conclusion of this case.

19 22. Given the strengths and weaknesses of Plaintiff's class claims, including
20 the cap on statutory damages imposed by the Consumer Leasing Act ("CLA"), which
21 limits a defendant's exposure for statutory damages to the lesser of 1% of its net worth or
22 \$1,000,000, I believe that the \$36,819 fund is an excellent result—particularly in view of
23 the fact that the class settlement fund exceeds 1% of Defendant's book value net worth.

24 23. What's more, Defendant has agreed to change its form ignition interlock
25 program service agreement to address the allegations raised in Plaintiff's complaint—a
26 benefit to all class members and future customers alike.

27 24. Attached as Exhibit 1 is a true and correct copy of the parties' Agreement
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1 and its related exhibits: (i) the proposed Order of Preliminary Approval (Exhibit A); (ii)
2 the proposed Final Order and Judgment (Exhibit B); (iii) the proposed short-form direct
3 mail notice with detachable claim form (Exhibit C); and (iv) the proposed long-form
4 class notice to be posted to GDR's website (Exhibit D).

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6 I declare under penalty of perjury that the foregoing is true and correct.

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8 RESPECTFULLY SUBMITTED this 22nd day of February, 2019.

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10 By: /s/ Jesse S. Johnson
11 Jesse S. Johnson
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Exhibit 1

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Vanessa C. Spencer, on behalf of herself and others similarly situated,)	Case No. 2:18-cv-02225-BSB
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Plaintiff,)	
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vs.)	
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#1 A LifeSafer of Arizona, LLC, and #1 A LifeSafer, Inc.,)	
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Defendants.)	
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)	

CLASS ACTION SETTLEMENT AGREEMENT

This class action settlement agreement (“Agreement”) is entered into between Vanessa C. Spencer (“Plaintiff” or “Class Representative”), individually and on behalf of the “Class Members” (as defined below), and #1 A LifeSafer of Arizona, LLC (“Defendant”). This Agreement is intended by Defendant and Plaintiff, on behalf of herself and the Class Members (collectively, the “Parties”), to fully, finally, and forever resolve, discharge, and settle the “Released Claims” (as defined below), upon and subject to the terms and conditions contained herein.

RECITALS

WHEREAS, on July 16, 2018, Plaintiff filed a class action complaint (the “Lawsuit”) against Defendant in the United States District Court for the District of Arizona, Case No. 2:18-cv-02225-BSB, asserting putative class claims arising from the Consumer Leasing Act (“CLA”), 15 U.S.C. § 1667 *et seq.*;

WHEREAS, Plaintiff alleges that Defendant violated the CLA by failing to make proper disclosures in its ignition interlock device agreements with Arizona consumers,

1 but Defendant expressly denies any liability whatsoever to Plaintiff or the Class
2 Members, or that it violated the CLA;

3 WHEREAS, the Parties desire and intend to settle and resolve all of the claims
4 asserted in the Lawsuit;

5 WHEREAS, the Parties wish to avoid the expense and uncertainty of continued
6 litigation;

7 WHEREAS, the Parties believe that settlement by way of this Agreement is in
8 their best interests;

9 WHEREAS, counsel for the Class Members have conducted an evaluation of the
10 claims to determine how best to serve the interests of the Class Members;

11 WHEREAS, counsel for the Class Members believe, in view of the costs, risks,
12 and delays of continued litigation and appeals balanced against the benefits of
13 settlement to the Class Members, that the class settlement as provided in this
14 Agreement is in the best interest of the Class Members and is a fair, reasonable, and
15 adequate resolution of the Lawsuit;

16 WHEREAS, prior to entering into this Agreement, and to inform their settlement
17 negotiations, counsel for the Parties exchanged mandatory initial disclosures as well as
18 informal discovery concerning the class size, information concerning the alleged claims
19 and defenses to such claims, and potential class damages;

20 WHEREAS, the Parties desire and intend to seek court approval of the
21 settlement of the Lawsuit as set forth in this Agreement and, upon such approval, to
22 seek entry of a Final Approval Order dismissing with prejudice the claims of the Class
23 Members as set forth herein;

24 WHEREAS, the Parties and their counsel agree to recommend approval of this
25 Agreement to the Court and to any regulatory authority responding to the proposed
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1 settlement pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §§
2 1332(d), 1453, and 1711-1715; and

3 WHEREAS, the Parties agree to undertake all steps necessary to effectuate the
4 terms and purposes of this Agreement, and to secure the Court’s approval of the same.

5 WHEREFORE, in consideration of the promises, representations, and warranties
6 set forth, the Parties stipulate and agree:

7 1. DEFINITIONS – The following definitions apply to this Agreement:

8 A. “Effective Date” means the first day after the “Final Order Day” (as
9 defined below) and after Defendant completes the performance of the requirements
10 under ¶ 10 of this Agreement.

11 B. “Final Order Day” means the day upon which the Final Approval Order
12 becomes “Final.” The Final Approval Order becomes “Final” upon the expiration of
13 any available appeal period following entry of the Final Approval Order. If any appeal
14 is filed from the Final Approval Order, then the Final Order Day will be the first date
15 after the conclusion of all appeals, so long as the Final Approval Order is not reversed
16 or vacated.

17 C. “Class Member” means any person who meets the following definition:

18 All persons (1) to whom #1 A LifeSafer of Arizona, LLC provided an
19 ignition interlock device to be used for personal, family, or household
20 purposes, (2) with a program service agreement having an initial term
21 greater than four months, and (3) for which the program service agreement
22 was in force as of January 10, 2019 or was terminated on or after July 16,
2017.

23 D. “Released Claims” means all claims under the CLA that arise out of
24 program service agreements between Defendant and Class Members that were in force
25 as of January 10, 2019, or were terminated on or after July 16, 2017.
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1 E. “Released Parties” means #1 A LifeSafer of Arizona, LLC and each of its
2 past, present, and future directors, officers, employees, partners, principals, members,
3 managers, shareholders, and attorneys. #1 A LifeSafer, Inc. is not a Released Party
4 within the scope of this Agreement; however, Plaintiff will, within 14 days after this
5 Agreement is fully executed, dismiss with prejudice her individual claims against #1 A
6 LifeSafer, Inc.

7 2. CLASS CERTIFICATION – Plaintiff will seek, and Defendant will not oppose,
8 preliminary approval of the settlement on behalf of the class defined above in ¶ 1(C).
9 Defendant represents that there are approximately 8,182 Class Members.

10 3. CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT – The
11 Parties agree that Plaintiff Vanessa C. Spencer should be appointed as the Class
12 Representative for the Class Members, and that Jesse S. Johnson of Greenwald
13 Davidson Radbil PLLC should be appointed as counsel for the Class Members (“Class
14 Counsel”).

15 4. ORDER OF PRELIMINARY APPROVAL – Within 14 days after this
16 Agreement is fully executed, counsel for the Plaintiff will file an unopposed motion
17 requesting that the Court enter an Order of Preliminary Approval of Class Action
18 Settlement in substantially the same form attached as **Exhibit A**.

19 5. FINAL ORDER AND JUDGMENT – If the settlement is approved preliminarily
20 by the Court, and all other conditions precedent to the settlement have been satisfied,
21 counsel for the Plaintiff will file an unopposed motion requesting that the court enter a
22 Final Order and Judgment in substantially the same form attached as **Exhibit B**.

23 6. ADMINISTRATION AND NOTIFICATION PROCESS – A third-party class
24 administrator jointly selected by and agreeable to the parties (“Class Administrator”)
25 will administer the settlement and notification of the settlement to the Class Members.
26 The costs and expenses for the administration of the settlement and class notice,
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1 including all work necessary to identify current contact information for the Class
2 Members, will be paid by Defendant separate and apart from the Settlement Fund
3 (defined below). The Class Administrator will be responsible for mailing the approved
4 direct mail notice and settlement checks to the Class Members.

5 7. The Parties will provide notice of the settlement to the Class Members as
6 follows:

7 A. Direct Mail Notice – The Class Administrator will, as expeditiously as
8 possible but not to exceed 21 days after the Court’s entry of the Order of Preliminary
9 Approval of Class Action Settlement, send via U.S. mail written notice of the
10 settlement to each Class Member at his or her last known valid address, address
11 correction requested, as provided by Defendant. The direct mail notice will include a
12 detachable claim form to be returned to the Class Administrator to indicate the Class
13 Member’s desire to take part in the Settlement Fund (defined below).

14 Before sending the direct mail notice, the Class Administrator will confirm and,
15 if necessary, update the addresses for the Class Members through the standard
16 methodology it currently uses to update addresses, including attempting to identify the
17 name and address of each Class Member. If any notice is returned with a new address,
18 the Class Administrator will re-mail the notice to the new address and update the Class
19 Member address list with all forwarding addresses. The direct mail notice to the Class
20 Members will be in substantially the same form attached as **Exhibit C**, subject to the
21 Court’s approval of the notice.

22 B. Notice Posted on Class Counsel’s Website – Within 21 days of the
23 Court’s entry of the Order of Preliminary Approval of Class Action Settlement, Class
24 Counsel will post on its website a long-form class notice in substantially the same form
25 attached as **Exhibit D**, subject to the court’s approval. Class counsel will maintain the
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1 long-form class notice on its website until the final void date of any settlement check
2 issued pursuant to this Agreement.

3 C. CAFA Notice – Defendant, by way of the Class Administrator, will be
4 responsible for serving the CAFA notice required by 28 U.S.C. § 1715 within 10 days
5 of the filing of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action
6 Settlement.

7 8. CLAIMS, REQUESTS FOR EXCLUSION, AND OBJECTIONS – The Class
8 Administrator will administer the receipt of any and all claims and requests for
9 exclusion.

10 A. Any Class Member who desires to receive his or her pro-rata portion of
11 the Settlement Fund (defined below in ¶ 10(A)) must submit a timely and valid claim,
12 pursuant to and in the form attached as Exhibit C.

13 B. Any Class Member who desires to be excluded from the class must send a
14 written request for exclusion to the Class Administrator with a postmark date no later
15 than 60 days after the court’s entry of the Order of Preliminary Approval of Class
16 Action Settlement. The Class Administrator will provide a list of the names of each
17 Class Member who submitted a timely exclusion to Class Counsel after the deadline
18 passes. A copy of this list will be provided to the court in connection with Plaintiff’s
19 Unopposed Motion for Final Approval of Class Action Settlement.

20 C. In the written request for exclusion, the Class Member must set forth his
21 or her full name, address, telephone number, and email address (if available), along
22 with a statement that he or she wishes to be excluded.

23 D. Any Class Member who submits a valid and timely request for exclusion
24 will not be bound by the terms of this Agreement.

25 E. Any Class Member who intends to object to the fairness of this settlement
26 must file a written objection with the Court within 60 days from the court’s entry of the
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1 Order of Preliminary Approval of Class Action Settlement. Further, any such Class
2 Member must, within the same time period, provide a copy of the written objection to
3 Class Counsel and counsel for Defendant via U.S. Mail.

4 F. In the written objection, the Class Member must state: his or her full
5 name, address, telephone number, and email address (if available); the reasons for his or
6 her objection; and whether he or she intends to appear at the fairness hearing on his or
7 her own behalf or through counsel. Further, the Class Member must attach to his or her
8 objection any documents supporting the objection.

9 G. Any Class Member who does not file a valid and timely objection to the
10 settlement will be barred from seeking review of the settlement by appeal or otherwise.

11 H. When responding to any inquiry from a Class Member, Plaintiff and Class
12 Counsel will confirm that they believe the settlement is fair and reasonable.

13 I. Subject to approval by the Court, a fairness hearing will be conducted
14 regarding the settlement within 90 to 120 days from the Court's entry of the Order of
15 Preliminary Approval of Class Action Settlement. Under Rule 23(c)(2)(B)(iv) of the
16 Federal Rules of Civil Procedure, the Class Members will be notified that they may
17 enter an appearance through an attorney at their own expense if they so desire.

18 9. **RELEASES** – As of the Effective Date, Plaintiff and the Class Members who did
19 not timely exclude themselves fully, finally, and forever settle, release, and discharge
20 the Released Parties from the Released Claims, and are forever barred from asserting
21 any of the Released Claims in any court against any of the Released Parties.

22 10. **SETTLEMENT CONSIDERATION** – In consideration for the foregoing
23 releases, the Parties agree to the following:

24 A. Settlement Fund – Defendant, in consultation with the Class
25 Administrator, will cause to be established a \$36,819 settlement fund (“Settlement
26 Fund”), within seven days after the Final Order Day. The \$36,819 Settlement Fund is
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1 contingent on there being no more than 8,182 Class Members, including Plaintiff.
2 Should Defendant discover additional Class Members, the Settlement Fund will be
3 increased by \$4.50 per additional Class Member. Each Class Member who timely
4 submits a valid claim form via U.S. Mail will receive a pro-rata portion of the
5 Settlement Fund, to be calculated based on the number of Class Members who submit
6 such timely, valid claims.

7 Within 21 days after the Final Order Day, the Class Administrator will send via
8 U.S. mail a settlement check to each Class Member who participates in the settlement.
9 Defendant's obligations pursuant to this paragraph will be considered fulfilled upon the
10 mailing of the settlement checks, regardless of whether any settlement check is
11 received, returned, or cashed, except that the Class Administrator will be obligated to
12 take reasonable steps to forward all settlement checks returned with a forwarding
13 address to such forwarding addresses. Each settlement check will be void 120 days after
14 mailing.

15 To the extent that any funds remain in the Settlement Fund after the void date
16 (from uncashed checks or otherwise), such funds will be paid to the Arizona
17 Foundation for Legal Services & Education as a *cy pres* recipient. No money from the
18 Settlement Fund will revert to Defendant.

19 B. Payment to Plaintiff – In addition to her pro-rata share of the Settlement
20 Fund, and subject to the court's approval, Defendant will separately pay \$1,000 to
21 Plaintiff within 14 days after the Final Order Day, in recognition of her service to the
22 Class Members.

23 C. Change in Defendant's Conduct – Defendant affirms that, as of the date
24 of this Agreement, and while denying any past wrongdoing and denying that its
25 program service agreements are subject to the CLA, it no longer uses the form program
26 service agreement signed by Plaintiff and has modified its program service agreements
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1 on a going-forward basis to include written disclosures providing all information that
2 Plaintiff alleges are required of a lease subject to the CLA, in a form and manner
3 consistent with the CLA.

4 D. Attorneys' Fees and Expenses of Class Counsel – In advance of the final
5 fairness hearing, Class Counsel will file an application for reasonable attorneys' fees,
6 costs, and expenses. Defendant will not object to an award of attorneys' fees, costs and
7 expenses, but reserves its right to contest the amount of such an award. Any amount
8 awarded to Class Counsel for attorneys' fees, costs, and expenses will be paid by
9 Defendant separate and apart from the Settlement Fund, costs of Settlement
10 Administration, and any payment to Plaintiff. Defendant reserves its right to contest the
11 amount of attorneys' fees, costs, and expenses sought by Class Counsel.

12 Defendant will forward to Class Counsel payment for the attorneys' fees, costs,
13 and expenses awarded by the Court no later than (i) 14 days after the Final Order Day,
14 or (ii) 14 days after the Court's order approving such attorneys' fees, costs, and
15 expenses, whichever comes later. Upon payment of the awarded attorneys' fees, costs,
16 and expenses to Class Counsel, the Released Parties will have no further obligation
17 with respect to Class Counsel's fees, costs, and expenses, or the fees, costs, or expenses
18 of any other attorney on behalf of Plaintiff or any Class Member.

19 E. Settlement Administration – Separate from the Settlement Fund, any
20 payment to Plaintiff, and the Attorneys' Fees and Expenses of Class Counsel,
21 Defendant will be responsible for paying all costs of class notice and administration of
22 the settlement by the Class Administrator.

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24 11. COVENANT NOT TO SUE – Plaintiff agrees and covenants, and each Class
25 Member will be deemed to have agreed and covenanted, not to sue any Released Party
26 with respect to any of the Released Claims.
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1 12. MUTUAL NON-DISPARAGEMENT – The parties will refrain from
2 disparaging each other or taking any action designed to harm the perception of either
3 party regarding any issue related directly or indirectly to the Lawsuit or the Agreement.

4 13. TERMINATION – After completing a good-faith negotiation, Plaintiff and
5 Defendant will each have the right to terminate this Agreement by providing written
6 notice to the other within seven days following:

7 A. The Court’s refusal to enter an Order of Preliminary Approval of Class
8 Action Settlement in substantially the form attached as Exhibit A;

9 B. The Court’s refusal to approve the settlement following notice to the
10 Class Members and the final fairness hearing; or

11 C. The filing by one hundred (100) or more Class Members of valid and
12 timely requests for exclusion.

13 If either Plaintiff or Defendant terminates this Agreement as provided herein, the
14 Agreement will be null and void and of no force and effect, and the Parties’ rights and
15 defenses will be restored, without prejudice, to their respective positions as if this
16 Agreement had never been executed.

17 The procedure for and the allowance or disallowance by the Court of any
18 applications by Plaintiff or Class Counsel for attorneys’ fees, costs, and expenses are
19 not part of the settlement set forth herein and are to be considered by the Court
20 separately from the Court’s consideration of the fairness, reasonableness, and adequacy
21 of the settlement set forth herein. Any order regarding an application for attorneys’ fees
22 and expenses will not operate to terminate or cancel this settlement, or affect the finality
23 of the settlement of this matter.
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1 14. MISCELLANEOUS PROVISIONS – Any exhibits to this Agreement are an
2 integral part of the settlement and are expressly incorporated herein as part of this
3 Agreement.

4 15. This Agreement is for settlement purposes only. The Parties acknowledge that
5 this Agreement is not an admission of wrongdoing, negligence, or liability by
6 Defendant or any Released Party. Defendant expressly denies any liability whatsoever
7 to Plaintiff or the Class Members. Defendant’s non-opposition to certification of the
8 settlement class does not constitute an admission or stipulation by Defendant. Nothing
9 in this Agreement shall be used as, or admissible in, evidence by any party in any
10 proceeding other than one to enforce the terms of the Agreement.

11 16. No representations, warranties, or inducements have been made to any of the
12 Parties, other than those representations, warranties, and covenants contained in this
13 Agreement.

14 17. This Agreement contains the entire agreement between the Parties and
15 supersedes any and all other agreements between the Parties. The terms of this
16 Agreement are contractual.

17 18. This Agreement is to be interpreted in accordance with Arizona law.

18 19. Any dispute, challenge, or question relating to this Agreement is to be heard only
19 by the United States District Court for the District of Arizona.

20 20. The Parties agree that the United States District Court for the District of Arizona
21 has subject matter jurisdiction over the claims at issue and will request that it retain
22 continuing and exclusive jurisdiction over the Parties to this Agreement, and over the
23 administration and enforcement of this Agreement.

24 21. This Agreement will be binding upon and inure to the benefit of the Parties and
25 their representatives, heirs, successors, and assigns.

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1 22. If, after the date of this Agreement, any provision hereof is held to be illegal,
2 invalid or unenforceable, such provision shall be fully severable, and the remainder of
3 the Agreement shall remain enforceable and not affected thereby if mutually agreed by
4 Plaintiff and Defendant.

5 23. This Agreement is deemed to have been drafted jointly by the Parties and, in
6 construing and interpreting this Agreement, no provision of this Agreement will be
7 construed or interpreted against any party because such provision, or this Agreement as
8 a whole, was purportedly prepared or requested by such party.

9 24. This Agreement may be signed in counterparts and the separate signature pages
10 executed by the Parties and their counsel may be combined to create a document
11 binding on all of the Parties and together constitutes one and the same instrument.

12 25. The Parties understand that this Agreement is a public document that will be
13 filed with the Court for its review and approval. Class Counsel will post information
14 about the settlement on its website, including the long-form class notice, settlement
15 agreement, and other documents of interest to Class Members.

16 26. Class Counsel represents and warrants that it has not been retained by any
17 individuals other than Plaintiff with claims against any entity in the United States with
18 the term “LifeSafer”, “Guardian Interlock” or “Monitech” in its name. The Parties
19 acknowledge that this representation is a material term of this Agreement.

20 27. Plaintiff represents and warrants that she is the sole and exclusive owner of all
21 claims that she is personally releasing under this Agreement.

22 28. Notices & Communications – All requests, demands, and other communications
23 hereunder must: (a) be in writing; (b) be delivered by U.S. Mail; (c) be deemed to have
24 been duly given on the date received; and (d) be addressed to the intended recipients as
25 set forth below:
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If to Plaintiff or the Class:

Jesse S. Johnson
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, Florida 33431

If to Defendant:

David E. Funkhouser III (No. 022449)
SPENCER FANE LLP
2415 E. Camelback Road, Suite 600
Phoenix, Arizona 85016

[SIGNATURES ON FOLLOWING PAGE]

1 IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused
2 this Agreement to be executed:

3
4 _____ Dated: February ____, 2019
5 Vanessa C. Spencer

6
7 _____ Dated: February ____, 2019
8 Jesse S. Johnson
9 Greenwald Davidson Radbil PLLC
10 5550 Glades Road, Suite 500
11 Boca Raton, FL 33431

12 *Class Counsel*

13
14 _____ Dated: February ____, 2019
15 For #1 A LifeSafer of Arizona, LLC

16
17 _____ Dated: February ____, 2019
18 David E. Funkhouser III (No. 022449)
19 SPENCER FANE LLP
20 2415 E. Camelback Road, Suite 600
21 Phoenix, Arizona 85016

22 *Counsel for Defendant*
23
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25
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1 IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused
2 this Agreement to be executed:

3
4 
5 Vanessa C. Spencer

Dated: February 21, 2019

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7 _____
8 Jesse S. Johnson
9 Greenwald Davidson Radbil PLLC
10 5550 Glades Road, Suite 500
11 Boca Raton, FL 33431

Dated: February __, 2019

12 *Class Counsel*

13
14 _____
15 For #1 A LifeSafer of Arizona, LLC

Dated: February __, 2019

16
17 _____
18 David E. Funkhouser III (No. 022449)
19 SPENCER FANE LLP
20 2415 E. Camelback Road, Suite 600
21 Phoenix, Arizona 85016

Dated: February __, 2019

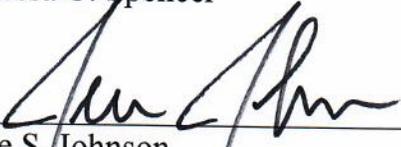
22 *Counsel for Defendant*
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1 IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused
2 this Agreement to be executed:

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Vanessa C. Spencer

Dated: February ___, 2019



Jesse S. Johnson
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, FL 33431

Dated: February 21, 2019

Class Counsel

For #1 A LifeSafer of Arizona, LLC

Dated: February ___, 2019

David E. Funkhouser III (No. 022449)
SPENCER FANE LLP
2415 E. Camelback Road, Suite 600
Phoenix, Arizona 85016

Dated: February ___, 2019

Counsel for Defendant

1 IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused
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Vanessa C. Spencer

Dated: February ___, 2019

Jesse S. Johnson
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, FL 33431

Dated: February ___, 2019

Class Counsel



For #1 A LifeSafer of Arizona, LLC

Dated: February 22, 2019



Dated: February 22, 2019

David E. Funkhouser III (No. 022449)
SPENCER FANE LLP
2415 E. Camelback Road, Suite 600
Phoenix, Arizona 85016

Counsel for Defendant

Exhibit A

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Vanessa C. Spencer, on behalf of herself) Case No. CV-18-2225-PHX-BSB
and others similarly situated,)

Plaintiff,)

vs.)

#1 A LifeSafer of Arizona, LLC and #1 A)
LifeSafer, Inc.,)

Defendants.)

**[PROPOSED] ORDER OF
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

WHEREAS, this Court has been advised that the parties to this action, Vanessa C. Spencer (“Plaintiff” or “Class Representative”), and #1 A LifeSafer of Arizona, LLC (“Defendant”), through their respective counsel, have agreed, subject to Court approval following notice to the Class Members and a hearing, to settle the above-captioned lawsuit (“Lawsuit”) upon the terms and conditions set forth in the Class Action Settlement Agreement (“Settlement Agreement”), which has been filed with the Court, and the Court deeming that the definitions set forth in the Settlement Agreement are hereby incorporated by reference (with capitalized terms as set forth in the Settlement Agreement);

NOW, THEREFORE, based upon the Settlement Agreement and all of the files, records, and proceedings herein, and it appearing to this Court that, upon preliminary examination, the proposed settlement appears fair, reasonable, and adequate, and that a

1 hearing should and will be held on _____, **2019** after notice to the Class
2 Members, to confirm that the proposed settlement is fair, reasonable, and adequate, and
3 to determine whether a Final Order and Judgment should be entered in this Lawsuit:

4 IT IS HEREBY ORDERED:

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

7 In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d),
8 1453, and 1711-1715, First Class, Inc.—the designated Class Administrator—will cause
9 to be served, on behalf of Defendant, written notice of the proposed class settlement on
10 the United States Attorney General and the Attorney General of the State of Arizona.

11 Pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, the Lawsuit is
12 hereby preliminarily certified as a class action on behalf of the following class of
13 plaintiffs (“Class Members”) with respect to the claims asserted in the Lawsuit:

14 All persons (1) to whom #1 A LifeSafer of Arizona, LLC provided an
15 ignition interlock device to be used for personal, family, or household
16 purposes, (2) with a program service agreement having an initial term
17 greater than four months, and (3) for which the program service agreement
18 was in force as of January 10, 2019 or was terminated on or after July 16,
19 2017.

20 Defendant represents that there are approximately 8,182 Class Members, including
21 Plaintiff. This preliminary certification is for settlement purposes only and shall not be
22 deemed to be an adjudication of any fact or issue.

23 Pursuant to Rule 23, the Court appoints Vanessa C. Spencer as the Class
24 Representative. The Court also appoints Jesse S. Johnson of Greenwald Davidson Radbil
25 PLLC as Class Counsel. *See Gonzalez v. Germaine Law Office PLC*, No. 15-1427, 2016
26 WL 3360700 (D. Ariz. June 1, 2016) (Silver, J.) (preliminarily approving class settlement
27 under the Fair Debt Collection Practices Act (“FDCPA”) and appointing Greenwald
28 Davidson Radbil PLLC class counsel); *see also Ryan v. DeVille Asset Mgmt., Ltd.*, No.
15-1067, 2016 WL 7165751 (D. Or. Dec. 7, 2016) (same); *Schuchardt v. Law Office of
Rory W. Clark*, 314 F.R.D. 673 (N.D. Cal. 2016) (finally approving FDCPA class

1 settlement and confirming appointment of Greenwald Davidson Radbil PLLC as class
2 counsel).

3 This Court preliminarily finds that the Lawsuit satisfies the applicable
4 prerequisites for class action treatment under Rule 23, namely:

5 A. The Class Members are so numerous that joinder of all of them in the
6 Lawsuit is impracticable;

7 B. There are questions of law and fact common to the Class Members, which
8 predominate over any individual questions;

9 C. Plaintiff's claims are typical of the claims of the Class Members;

10 D. Plaintiff and Class Counsel have fairly and adequately represented and
11 protected the interests of all Class Members; and

12 E. Class treatment of these claims will be efficient and manageable, thereby
13 achieving an appreciable measure of judicial economy, and a class action is
14 superior to other available methods for a fair and efficient adjudication of this
15 controversy.
16

17 *Schuchardt*, 314 F.R.D. at 679-80.

18 This Court preliminarily finds that the settlement of the Lawsuit, on the terms and
19 conditions set forth in the Settlement Agreement is in all respects fundamentally fair,
20 reasonable, adequate, and in the best interest of the Class Members, especially in light of
21 the benefits to the Class Members; the strengths and weaknesses of Plaintiff's case; the
22 anticipated complexity, duration and expense of additional litigation; the risk and delay
23 inherent in possible appeals; the limited amount of any potential total recovery for the
24 Class Members given the cap on statutory damages for claims brought pursuant to the
25 CLA; and the opinion of Class Counsel, who are highly experienced in consumer
26 protection class action litigation. *See Catala v. Resurgent Capital Servs. L.P.*, No. 08-
27 2401, 2010 WL 2524158, at *2 (S.D. Cal. June 22, 2010) (citing *Officers for Justice v.*
28 *Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982)).

1 A third-party class administrator acceptable to the parties will administer the
2 settlement and notification to Class Members. The class administrator will be responsible
3 for mailing the approved class action notice, processing claims, locating class members,
4 and mailing settlement checks to the Class Members. The costs of administration will be
5 paid by Defendant separate and apart from the Settlement Fund. Upon the
6 recommendation of the parties, this Court hereby appoints the following class
7 administrator: First Class, Inc.

8 This Court approves the form and substance of the Direct Mail Notice, attached to
9 the Settlement Agreement as Exhibit C, as well as the long-form class notice, attached to
10 the Settlement Agreement as Exhibit D. The proposed form and method for notifying the
11 Class Members of the settlement and its terms and conditions meet the requirements of
12 Rule 23(c)(2)(B) and due process, constitute the best notice practicable under the
13 circumstances, and constitute due and sufficient notice to all persons and entities entitled
14 to the notice. *See Decohen v. Abbasi, LLC*, 299 F.R.D. 469, 479 (D. Md. 2014) (“Under
15 the circumstances of this case, when all class members are known in advance, the Court
16 finds that the method of direct mail notice to each class member’s last known address—
17 and a second notice if the first was returned as undeliverable—was the best practicable
18 notice.”).

19 This Court finds that the proposed notice program is clearly designed to advise the
20 Class Members of their rights. In accordance with the Settlement Agreement, the class
21 administrator will mail the Direct Mail Notice to the Class Members as expeditiously as
22 possible, but in no event later than 21 days after the Court’s entry of this order, *i.e.*, **no**
23 **later than** _____, **2019**. The class administrator will confirm, and if
24 necessary, update the addresses for the Class Members through standard methodology
25 that the class administrator currently uses to update addresses.

26 Any Class Member who wishes to receive a pro-rata portion of the Settlement
27 Fund must send a valid, timely claim form to First Class, Inc. with a postmark date no
28

1 later than 60 days after the Court's entry of this order, *i.e.*, **no later than**
2 _____, **2019**.

3 Any Class Member who desires to be excluded from the class must send a written
4 request for exclusion to First Class, Inc. with a postmark date no later than 60 days after
5 the Court's entry of this order, *i.e.*, **no later than** _____, **2019**. To be
6 effective, the written request for exclusion must state the Class Member's full name,
7 address, telephone number, and email address (if available), along with a statement that
8 the Class Member wishes to be excluded. Any Class Member who submits a valid and
9 timely request for exclusion will not be bound by the terms of the Settlement Agreement.

10 Any Class Member who intends to object to the fairness of this settlement must
11 file a written objection with the Court within 60 days after the Court's entry of this order,
12 *i.e.*, **no later than** _____, **2019**. Further, any such Class Member must,
13 within the same time period, provide a copy of the written objection to Class Counsel,
14 attention: Jesse S. Johnson, Greenwald Davidson Radbil PLLC, 5550 Glades Road, Suite
15 500, Boca Raton, FL 33431; and counsel for Defendant, David E. Funkhouser III,
16 Spencer Fane LLP, 2415 E. Camelback Road, Suite 600, Phoenix, Arizona 85016.

17 To be effective, a notice of intent to object to the Settlement must:

- 18
- 19 (a) Contain a heading which includes the name of the case and case number;
 - 20 (b) Provide the name, address, telephone number, and email address (if
21 available) of the Class Member filing the objection;
 - 22 (c) Be filed with the Clerk of the Court no later than 60 days after the Court
23 preliminarily approves the settlement;
 - 24 (d) Be sent by first-class mail to Class Counsel and counsel for Defendant at
25 the addresses designated in the class notice, postmarked no later than 60 days after
26 the Court preliminarily approves the settlement;
 - 27 (e) Contain the name, address, bar number, and telephone number of the
28 objecting Class Member's counsel, if represented by an attorney. If the Class

1 Member is represented by an attorney, he/she or it must comply with all applicable
2 laws and rules for filing pleadings and documents in the U.S. District Court for the
3 District of Arizona; and

4 (f) Contain a statement of the specific basis for each objection.

5 Any Class Member who has timely filed an objection may appear at the final
6 fairness hearing, in person or by counsel, to be heard to the extent allowed by the Court,
7 applying applicable law, in opposition to the fairness, reasonableness, and adequacy of
8 the Settlement, and on the application for an award of attorneys' fees, costs, and
9 expenses.

10 Upon final approval from the Court, the class administrator will mail a settlement
11 check to each Class Member who submits a valid, timely claim form. Each participating
12 Class Member will receive a pro-rata portion of the \$36,819 Settlement Fund.
13 Additionally, Defendant will separately pay to the Class Representative the sum of
14 \$1,000 in recognition of her service to the Class Members.

15 The Court will conduct a fairness hearing on _____, **2019** at the United
16 States District Court for the District of Arizona, 401 West Washington Street, Phoenix,
17 Arizona 85003, to review and rule upon the following issues:

18 A. Whether this action satisfies the applicable prerequisites for class action
19 treatment for settlement purposes under Rule 23;

20 B. Whether the proposed settlement is fundamentally fair, reasonable,
21 adequate, and in the best interest of the Class Members and should be approved by
22 the Court;

23 C. Whether a Final Order and Judgment, as provided under the Settlement
24 Agreement, should be entered, dismissing the Lawsuit with prejudice and
25 releasing the Released Claims against the Released Parties; and

26 D. To discuss and review other issues as the Court deems appropriate.

27 Attendance by Class Members at the final fairness hearing is not necessary. Class
28 Members need not appear at the hearing or take any other action to indicate their

1 approval of the proposed class action settlement. Class Members wishing to be heard are,
2 however, required to appear at the final fairness hearing. The hearing, however, may be
3 postponed, adjourned, transferred, or continued without further notice to the Class
4 Members.

5 Consistent with *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988 (9th Cir.
6 2010), submissions by the Parties—including memoranda in support of the proposed
7 settlement and petitions for attorneys’ fees and reimbursement of costs and expenses by
8 Class Counsel—must be filed within 30 days after the deadline for dissemination of class
9 notice, *i.e.*, **no later than** _____, **2019**. Any opposition to any of the
10 foregoing must be filed with the Court no later than 14 days prior to the final fairness
11 hearing, *i.e.*, **no later than** _____, **2019**. Reply memoranda in support
12 of the foregoing, including responses to any objections, must be filed with the Court no
13 later than 7 days prior to the final fairness hearing, *i.e.*, **no later than**
14 _____, **2019**.

15 The Settlement Agreement and this Order will be null and void if any of the
16 following occur:

- 17 A. Any specified material condition to the settlement set forth in the
18 Settlement Agreement is not satisfied and the satisfaction of such condition is not
19 waived in writing by the Parties;
- 20 B. The Court rejects any material component of the Settlement Agreement,
21 including any amendment thereto approved by the Parties;
- 22 C. The filing by one hundred (100) or more Class Members of valid and
23 timely requests for exclusion; or
- 24 D. The Court approves the Settlement Agreement, including any amendment
25 thereto approved by the Parties, but such approval is reversed on appeal and such
26 reversal becomes final by lapse of time or otherwise.

27 If the Settlement Agreement and/or this Order are voided, then the Settlement
28 Agreement will be of no force and effect, and the Parties’ rights and defenses will be

1 restored, without prejudice, to their respective positions as if the Settlement Agreement
2 had never been executed and this order never entered.

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

6 This Court sets the following schedule:

<u>Date</u>	<u>Event</u>
_____	Preliminary Approval Order Entered
_____	Direct Mail Notice Sent (21 days after entry of Preliminary Approval Order)
_____	Filing of Plaintiff’s Motion for Final Approval and Attorneys’ Fees Petition (30 days after deadline for dissemination of class notice)
_____	Deadline to Submit Exclusion Request or File Objection (60 days after entry of Preliminary Approval Order)
_____	Filing of Opposition to Final Approval or Attorneys’ Fees Petition (14 days prior to final fairness hearing)
_____	Filing of Replies in support of Final Approval and Attorneys’ Fees Petition, and responses to any objections (7 days prior to final fairness hearing)
_____	Final Fairness Hearing Held

Exhibit B

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Vanessa C. Spencer, on behalf of herself) Case No. CV-18-2225-PHX-BSB
and others similarly situated,)

Plaintiff,) **[PROPOSED] ORDER OF FINAL**
) **APPROVAL AND JUDGMENT**

vs.)

#1 A LifeSafer of Arizona, LLC and #1 A)
LifeSafer, Inc.,)

Defendants.)
)
)

On February 22, 2019, Vanessa C. Spencer (“Plaintiff”) filed her unopposed motion to preliminarily approve the parties’ proposed class settlement.

On _____, 2019, First Class, Inc., the Court-appointed Class Administrator, served the Class Action Fairness Act (“CAFA”) notice required by 28 U.S.C. § 1715 on the United States Attorney General and the Attorney General for the State of Arizona.

On _____, 2019, this Court preliminarily approved the parties’ proposed class settlement.

On _____, 2019, First Class, Inc. distributed to class members direct mail notice of the parties’ proposed class settlement, as ordered.

On _____, 2019, Plaintiff filed her unopposed motion to finally approve the parties’ proposed class settlement.

1 On _____, 2019, this Court held a fairness hearing regarding
2 Plaintiff's and Defendant's proposed class settlement.

3 Having considered Plaintiff's unopposed motion, this Court finally approves the
4 proposed settlement as follows:

5 This Court confirms that it has jurisdiction over this matter and the parties to it.

6 This Court confirms its certification of the following class, for settlement
7 purposes, under Rule 23(b)(3) of the Federal Rules of Civil Procedure:

8 All persons (1) to whom #1 A LifeSafer of Arizona, LLC provided an
9 ignition interlock device to be used for personal, family, or household
10 purposes, (2) with a program service agreement having an initial term
11 greater than four months, and (3) for which the program service agreement
12 was in force as of January 10, 2019 or was terminated on or after July 16,
2017.

13 This Court finds that this matter meets the applicable prerequisites for class action
14 treatment under Rule 23, namely:

- 15 1. The class members are so numerous that joinder of all of them is impracticable;
- 16 2. There are questions of law and fact common to the class members, which
17 predominate over any individual questions;
- 18 3. Plaintiff's claims are typical of the class members' claims;
- 19 4. Plaintiff and Class Counsel have fairly and adequately represented and
20 protected the interests of all of the class members; and
- 21 5. Class treatment of Plaintiff's claims will be efficient and manageable, thereby
22 achieving an appreciable measure of judicial economy, and a class action is
23 superior to other available methods for a fair and efficient adjudication of this
24 controversy.

25 *Gonzalez v. Germaine Law Office PLC*, No. 15-1427, 2016 WL 3360700 (D. Ariz. June
26 1, 2016) (Silver, J.) (certifying settlement class under the Fair Debt Collection Practices
27 Act).

1 This Court also affirms its appointment of Vanessa C. Spencer as class
2 representative for the class, and the following attorney and law firm as class counsel for
3 class members:

4
5 Jesse S. Johnson
6 Greenwald Davidson Radbil PLLC
7 5550 Glades Road, Suite 500
8 Boca Raton, Florida 33431

9 *Ryan v. DeVille Asset Mgmt., Ltd.*, No. 15-1067, 2016 WL 7165751 (D. Or. Dec. 7, 2016)
10 (preliminarily approving class settlement under the Fair Debt Collection Practices Act
11 and appointing Greenwald Davidson Radbil PLLC class counsel); *Schuchardt v. Law*
12 *Office of Rory W. Clark*, 314 F.R.D. 673 (N.D. Cal. 2016) (finally approving FDCPA
13 class settlement and confirming appointment of Greenwald Davidson Radbil PLLC as
14 class counsel).

15 This Court approves the terms of the parties' settlement, the material terms of
16 which include, but are not limited to:

- 17 1. Defendant will create a class settlement fund in the amount of \$36,819,
18 which will be distributed on a pro-rata basis to each of the 8,182 class
19 members who submitted a valid, timely claim form.
- 20 2. In addition to her pro-rata share of the settlement fund, Defendant will pay
21 to Plaintiff \$1,000 in recognition of her service to the class.
- 22 3. Defendant also will pay all costs of class notice and administration of the
23 settlement separate and apart from any monies paid to Plaintiff, class
24 members, or class counsel.

25 This Court additionally finds that the parties' class notice, and the distribution
26 thereof, satisfied the requirements of due process under the Constitution and Rule 23(e),
27 that it was the best practicable under the circumstances, and that it constitutes due and
28 sufficient notice to all persons entitled to notice of the class action settlement. *See*
Decohen v. Abbasi, LLC, 299 F.R.D. 469, 479 (D. Md. 2014) ("Under the circumstances
of this case, when all class members are known in advance, the Court finds that the

1 method of direct mail notice to each class member’s last known address—and a second
2 notice if the first was returned as undeliverable—was the best practicable notice.”).

3 This Court similarly finds that the parties’ notice program was adequate and gave
4 all class members sufficient information to enable them to make informed decisions as to
5 the parties’ proposed settlement, and their rights to object to or opt out of it.

6 This Court additionally finds that Plaintiff’s and Defendant’s settlement, on the
7 terms and conditions set forth in their class action settlement agreement, is in all respects
8 fundamentally fair, reasonable, adequate, and in the best interests of the class members.

9 This Court finds that the class members were given a fair and reasonable
10 opportunity to object to the settlement. [#] class member(s) objected to the settlement.
11 The [#] class members who made valid and timely requests for exclusion are excluded
12 from the class and settlement and are not bound by this order. Those persons are:

13 _____.

14 This order is binding on all class members, except those individuals who validly
15 and timely excluded themselves from the settlement.

16 This Court approves the releases set forth in the class action settlement agreement.
17 The released claims are consequently compromised, settled, released, discharged, and
18 dismissed with prejudice by virtue of these proceedings and this order.

19 This Court awards a total of \$_____ for class counsel’s attorneys’ fees and
20 reimbursement of counsel’s costs and litigation expenses.

21 This action is dismissed with prejudice as to all issues and as to all parties and
22 claims.

23 This Court retains continuing and exclusive jurisdiction over the parties and all
24 matters relating this matter, including the administration, interpretation, construction,
25 effectuation, enforcement, and consummation of the settlement and this order.
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Exhibit C

What is this lawsuit about? Vanessa C. Spencer (“Class Representative”) sued #1 A LifeSafer of Arizona, LLC (“Defendant”) alleging that the company offered ignition interlock device agreements to consumers that contained improper disclosures under the Consumer Leasing Act (“CLA”) regarding the payments and charges owed by consumers under those agreements. In connection with a settlement, the Court certified a class of persons who signed program service agreements with Defendant having an initial term greater than four months and were either in force as of January 10, 2019 or terminated on or after July 16, 2017 (the “Class”).

Why did you receive this notice? You received this notice because the Defendant’s records identified you as a member of the following class: All persons (1) to whom #1 A LifeSafer of Arizona, LLC provided an ignition interlock device to be used for personal, family, or household purposes, (2) with a program service agreement having an initial term greater than four months, and (3) for which the agreement was in force as of January 10, 2019 or was terminated on or after July 16, 2017.

What does the settlement provide? (1) Defendant will establish a settlement fund in the amount of \$36,819 to pay the class members—from which it is estimated that each participating class member will receive between \$22 and \$45; (2) separately from the settlement fund, Defendant will pay the reasonable costs and expenses of administrating the class action settlement; (3) separately from the settlement fund, Defendant also will pay, as ordered by the Court, reasonable attorneys’ fees of up to \$95,000 and reimbursement of costs and litigation expenses of up to \$4,000 to counsel for the Class Representative and the Class; and (4) separately from the settlement fund, Defendant also will pay the Class Representative \$1,000 for her service to the Class. Moving forward, Defendant has modified its program service agreements to address the allegations raised through this lawsuit.

What are my legal rights and options? As a class member, you have four options. First, you may timely complete and return the claim form found on the backside of this postcard, in which case you will receive a pro-rata share of the settlement fund. Second, you may do nothing, in which case you will not receive a pro-rata share of the settlement fund, but you will release any claim(s) that you have against Defendant related to the claims in this case. Third, you may exclude yourself from the settlement, in which case you will not receive a pro-rata share of the settlement fund, but you will not release any claim(s) that you have against Defendant. And fourth, you may object to the settlement. Any claim, request for exclusion, or objection must be postmarked or filed with the Court, as necessary, on or before [DATE]. To obtain additional information regarding the manner in which you may exercise your legal rights and options, please visit www.gdrlawfirm.com, or contact the settlement administrator by writing to: First Class, Inc., c/o [ADDRESS].

When is the final fairness hearing? The Court will hold a final fairness hearing on [DATE], at [TIME]. The hearing will take place in the United States District Court for the District of Arizona, 401 West Washington Street, Phoenix, Arizona 85003. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether it should be granted final approval. The Court will 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

This is a notice of a settlement of a class action lawsuit. This is not a notice of a lawsuit against you.

You may be entitled to compensation as a result of the settlement in the class action lawsuit captioned:

Spencer v. #1 A LifeSafer of Arizona, LLC, 2:18-cv-02225-BSB

A federal court authorized this notice. This is not a solicitation from a lawyer. Please read this notice carefully. It summarily explains your rights and options to participate in a class action settlement.

Spencer v. #1 A LifeSafer of Arizona, LLC

c/o _____

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>>

Front Outside

Carefully separate at perforation

UNITED STATES DISTRICT COURT
District of Arizona

Spencer v. #1 A LifeSafer of Arizona, LLC,
No. 2:18-cv-02225-BSB

CLAIM FORM

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

Name/Address Changes:

I am a person who signed a program service agreement with #1 A LifeSafer of Arizona, LLC that (1) had an initial term greater than four months, and (2) was in force as of January 10, 2019 or was terminated on or after July 16, 2017. I wish to participate in this settlement.

IF YOU MOVE AFTER SUBMITTING THIS CLAIM FORM, send your CHANGE OF ADDRESS to the Settlement Administrator at the address on the reverse of this form.

Signature: _____ Date: _____

**To Receive A Payment You Must Sign, Date And Mail This Claim Form,
Postmarked On Or Before [DATE].**

**To exclude yourself from the class action settlement you must mail a written request for
exclusion to the Claims Administrator, postmarked on or before [DATE].
Your request must include the information required by the Court's [DATE] Order.**

Bottom Inside

Please Affix
Postage Here

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

Spencer v. #1 A LifeSafer of Arizona, LLC

Bottom Outside

Exhibit D

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

You may benefit from this class action settlement.

You are not being sued.

If you signed a program service agreement with #1 A LifeSafer of Arizona, LLC having an initial term greater than four months, and which was in force as of January 10, 2019 or terminated on or after July 16, 2017, you may benefit from the settlement of this class action lawsuit.

*This case is titled Vanessa C. Spencer v. #1 A LifeSafer of Arizona, LLC,
Case No. 2:18-cv-02225-BSB*

*A federal court authorized this notice.
This is not a solicitation from a lawyer.*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	If you signed a program service agreement with #1 A LifeSafer of Arizona, LLC for an ignition interlock device to be used for personal, family, or household purposes that (1) had an initial term greater than four months, and (2) was in force as of January 10, 2019 or terminated on or after July 16, 2017, you will receive a cash payment as explained in Section No. 6 below if you submit a valid, timely claim form.
DO NOTHING BUT STAY IN THE SETTLEMENT	If you signed a program service agreement with #1 A LifeSafer of Arizona, LLC for an ignition interlock device to be used for personal, family, or household purposes that (1) had an initial term greater than four months, and (2) was in force as of January 10, 2019 or terminated on or after July 16, 2017, but you do not submit a valid, timely claim form, you will receive no benefits while also giving up your legal claims against #1 A LifeSafer of Arizona, LLC.
EXCLUDE YOURSELF	You will receive no benefits, but you will not be giving up your legal claims against #1 A LifeSafer of Arizona, LLC.
OBJECT	Write to the Court about why you don't like the settlement. You may also appear at the fairness hearing.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.

These rights and options, and the deadlines to exercise them, are explained below.

1. Why did I get this notice?

The plaintiff, Vanessa C. Spencer (“Plaintiff”), filed a class action lawsuit alleging that the defendant, #1 A LifeSafer of Arizona, LLC (“Defendant”), violated the Consumer Leasing Act (“CLA”) by offering her a program service agreement with inadequate disclosures concerning the charges and payments owed under the agreement. You received this notice because you have been identified from the Defendant’s records as a person who signed a similar program service agreement during the relevant time period.

2. What is this lawsuit about?

In this lawsuit, Plaintiff claimed that Defendant violated the CLA by failing to provide in her program service agreement certain required financial disclosures required by the CLA. Defendant denies that its conduct violated the CLA and has asserted defenses to Plaintiff’s claims.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Vanessa C. Spencer) sue on behalf of a group of people (or a “Class”) who have similar claims. You are a member of the Class.

4. Why is there a settlement?

In order to avoid the cost, risk, and delay of litigation, and uncertainty of trial, the parties agreed to settle. Plaintiff and class counsel believe the settlement is fair, reasonable, and adequate.

5. How do I know if I am part of the settlement?

The Court has decided that everyone falling under the following definition is a Class Member:

All persons (1) to whom #1 A LifeSafer of Arizona, LLC provided an ignition interlock device to be used for personal, family, or household purposes, (2) with a program service agreement having an initial term greater than four months, and (3) for which the program service agreement was in force as of January 10, 2019 or was terminated on or after July 16, 2017.

You have been identified via the Defendant’s records as a member of this Class. There are approximately 8,182 persons in total in the Class.

YOUR BENEFITS UNDER THE SETTLEMENT

6. What can I get from the settlement?

Everyone who submits a valid, timely claim form will receive a cash payment, though the amount of that payment will depend on the number of class members who participate. If every class member participates in the settlement, each class member will receive a cash payment of approximately \$4.50 from the \$36,819 settlement fund. But based on historical participation rates in this type of case, Class Counsel anticipates that participating class members will each receive between \$22 and \$45.

7. When will I receive these benefits?

If you submit a valid, timely claim form, and if the settlement is approved by the Court, you will receive these benefits approximately 60 days after the settlement has been finally approved.

8. I want to be a part of the settlement and receive these benefits. What do I do?

You must submit a valid, timely claim form postmarked **no later than [DATE]**. If you do not submit a claim form, you will not be entitled to share in the settlement fund.

9. What am I giving up to receive these benefits?

By staying in the settlement, all of the Court's orders will apply to you, and you give Defendant a "release." A release means you can't sue or be part of any other lawsuit against Defendant about the claims or issues in this lawsuit.

10. How much will the Class Representative receive?

The Defendant will pay \$1,000 to the Class Representative for her service to the Class, subject to the court's approval.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to receive the benefits of the settlement, but you want to keep your legal claims against the Defendant, then you must take steps to get out of the Class. This is called excluding yourself.

11. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail stating that you want to be excluded from *Vanessa C. Spencer v. #1 A LifeSafer of Arizona, LLC*, Case No. 2:18-cv-02225-BSB. Be sure to include your name, address, telephone number, and email address (if applicable).

You must mail your exclusion request so that it is postmarked **no later than [DATE]**, and sent to the following address:

First Class, Inc.
5410 Roosevelt Road, Suite 222
Chicago, IL 60644

Be sure to include the name and number of the case.

12. If I exclude myself, do I still receive benefits from this settlement?

No, you will not receive anything resulting from the settlement of this case, but you will have the right to sue Defendant over the claims raised in this case on your own in a different lawsuit. If you exclude yourself, the time you have in which to file your own lawsuit (called the “statute of limitations”) will begin to run again. You will have the same amount of time to file the suit that you had when this case was filed.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has named the law firm of Greenwald Davidson Radbil PLLC as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense. If you choose to hire your own lawyer, he or she must file an appearance by **[DATE]**.

14. How will the lawyers be paid?

Class Counsel, Greenwald Davidson Radbil PLLC, will ask the Court for an award of attorneys’ fees of up to \$95,000 and reimbursement of costs and litigation expenses of up to \$4,000. You will not be charged by these lawyers; however, they will receive a payment from the Defendant in an amount of \$99,000, or less, if that amount is approved by the Court. Any monies awarded to Class Counsel will be paid by Defendant separate from the settlement fund. In other words, payment of Class Counsel’s attorneys’ fees, costs, and litigation expenses will not diminish the Class members’ recoveries.

CLASS COUNSEL’S VIEWS ABOUT THE SETTLEMENT

15. Is this a fair settlement?

The CLA is a federal statute that provides for both individual actions and class actions.

In an individual action, the person bringing the suit may recover (i) any actual damages suffered; and (ii) statutory damages of 25% of the total amount of monthly payments owed under the lease. In a class action, the maximum possible recovery is (i) any actual damages suffered by the class members, and (ii) the lesser of 1% of the Defendant’s net worth or \$1,000,000. The Court, in its discretion, may award anything from

\$0 up to the maximum amount to a prevailing party. In either an individual or a class action, the person bringing the suit can also recover attorneys' fees and the expenses of prosecuting the suit, if it is successful.

In light of the violations alleged, the damages allowed under the CLA, and given Defendant's book value net worth, Class Counsel believes this is a fair settlement.

16. What is the Defendant's view of this settlement?

As stated above, by settling this lawsuit, Defendant is not admitting that it has done anything wrong. Defendant expressly denies the claims asserted by Plaintiff and denies all allegations of wrongdoing and liability.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do or do not agree with the settlement or some part of it.

17. How do I tell the Court that I do not like the settlement?

If you are a Class Member, you can object to the settlement. In order to object to the settlement or any part of the settlement, you must submit your objection to the Court by **[DATE]**, stating that you object and the reasons why you think the Court should not approve the settlement. You must include the name and number of the case: *Vanessa C. Spencer v. #1 A LifeSafer of Arizona, LLC*, Case No. 2:18-cv-02225-BSB, your name, address, telephone number, and email address (if applicable). If you are objecting to the settlement, you may also appear at the fairness hearing (explained below).

In addition to filing your objection with the Court, you must also mail your written objection so that it is postmarked no later than **[DATE]** to both of the following addresses:

Jesse S. Johnson
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, FL 33431

David E. Funkhouser III
Spencer Fane LLP
2415 E. Camelback Road, Suite 600
Phoenix, AZ 85016

Be sure to include the name and number of the case.

THE FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend if you wish, but you are not required to do so.

18. Where and when is the fairness hearing?

The Court will hold a fairness hearing at **[TIME]** on **[DATE]** at the **United States District Court for the District of Arizona, 401 West Washington Street, Phoenix, Arizona 85003**. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable and

adequate and in the best interests of the Class, and to determine the appropriate amount of compensation for Class Counsel. At that hearing the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement.

The hearing may be postponed to a later date without notice.

YOU ARE NOT REQUIRED TO ATTEND THIS HEARING.

GETTING MORE INFORMATION

19. How do I get more information?

This notice is only a summary of the proposed settlement of this lawsuit. All pleadings and documents filed with the Court, including the class action settlement agreement, may be reviewed or copied in the Clerk of Court, United States District Court for the District of Arizona.

Please do not call the Judge about this case. *Neither the Judge, nor the Clerk of Court, will be able to give you advice about this case. Furthermore, Defendant's attorneys do not represent you and cannot give you legal advice.*

You can call Greenwald Davidson Radbil PLLC, 5550 Glades Road, Suite 500, Boca Raton, FL 33431, the firm representing the Class, at (561) 826-5477 if you have any questions. Before doing so, please read this full notice carefully. You can also send an email to jjohnson@gdrlawfirm.com or obtain information through Class Counsel's website at www.gdrlawfirm.com.

20. What if I have a new address?

If this notice was sent to you at your current address, you do not have to do anything more to receive further notices concerning this case. However, if this notice was forwarded to you, or if it was otherwise sent to you at an address that is not current, you should notify the class administrator of your new address by writing to:

First Class, Inc.
5410 Roosevelt Road, Suite 222
Chicago, IL 60644

DO NOT CONTACT THE COURT REGARDING THIS NOTICE.