

Exhibit 1

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

LuANN DANGER, on behalf of herself
and others similarly situated,

Plaintiff,

v.

NEXTEP FUNDING, LLC and
MONTEREY FINANCIAL SERVICES,
LLC,

Defendants.

Civil Action No. 0:18-cv-00567-SRN-LIB

CLASS ACTION SETTLEMENT AGREEMENT

This class action settlement agreement (“Agreement”) is entered into between LuAnn Danger (“Plaintiff” or “Class Representative”), individually and on behalf of the “Class Members” (as defined below), and Nextep Holdings, LLC f/k/a Nextep Funding, LLC (“Defendant”), subject to preliminary and final Court approval required by Rule 23 of the Federal Rules of Civil Procedure. 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 February 28, 2018, Plaintiff filed a class action complaint (the “Lawsuit”) against Defendant in the United States District Court for the District of Minnesota, Case No. 0:18-cv-00567-SRN-LIB, asserting putative class claims arising

from the Consumer Leasing Act (“CLA”), 15 U.S.C. § 1667 *et seq.*; the Truth in Lending Act (“TILA”), 15 U.S.C. § 1601 *et seq.*; and Minnesota usury law;

WHEREAS, Plaintiff alleges that Defendant violated the CLA, TILA, and Minnesota usury law by failing to make proper disclosures in its Consumer Pet Lease Agreements with consumers, and by effectively charging interest rates in excess of applicable Minnesota law limits;

WHEREAS, Defendant expressly denies any liability whatsoever to Plaintiff or the Class Members, or that it violated the CLA, TILA, or Minnesota law, denies that this Lawsuit is suitable for class treatment under Rule 23 of the Federal Rules of Civil Procedure other than for settlement purposes, and affirmatively states that its consumer leases are, and have been, lawful and fully compliant with applicable law;

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

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

WHEREAS, Defendant has decided that in order to avoid further expenses and inconvenience of further litigation, it is in its best interest to resolve the Lawsuit on the terms set forth in this Agreement;

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

WHEREAS, counsel for the Class Members believe, in view of the costs, risks, and delays of continued litigation and appeals balanced against the benefits of settlement

to the Class Members, that the class settlement as provided in this Agreement is in the best interest of the Class Members and is a fair, reasonable, and adequate resolution of the Lawsuit;

WHEREAS, prior to entering into this Agreement, the Court confirmed Plaintiff's standing to assert her claims and sustained the sufficiency of Plaintiff's CLA, TILA, and Minnesota usury allegations at the motion-to-dismiss stage;

WHEREAS, the Parties conducted extensive written and oral discovery—including several sets of requests for production of documents, requests for admission, and interrogatories, as well as the taking of six party and third-party depositions—concerning Defendant's leasing practices, Plaintiff's claims and Defendant's defenses to those claims, the class sizes, and potential class damages;

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

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

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

WHEREFORE, in consideration of the promises, representations, and warranties

set forth, the Parties stipulate and agree:

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

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

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

C. “Nationwide Class Members” means any person who meets the following definition:

All persons (a) with an address in the United States (b) who signed a Consumer Pet Lease Agreement with Nextep Holdings, LLC f/k/a Nextep Funding, LLC (c) between February 26, 2016 and January 9, 2019 (d) for personal, family, or household purposes.

Defendant represents that there are a maximum of 2,506 members of the Nationwide Class, including Plaintiff.

D. “Minnesota Class Members” means any person who meets the following definition:

All persons (a) with an address in Minnesota (b) who signed a Consumer Pet Lease Agreement with Nextep Holdings, LLC f/k/a Nextep Funding, LLC (c) between February 26, 2016 and January 9, 2019.

Defendant represents that there are 28 members of the Minnesota Class, including Plaintiff.

E. “Class Members” includes all Nationwide Class Members and Minnesota Class Members.

F. “Released Claims” means all CLA, TILA, and Minnesota state law claims against the Released Parties that arise out of the Consumer Pet Lease Agreements between any Released Party and Class Members and are related in any way to the claims and allegations in the Lawsuit.

G. “Released Parties” means Nextep Holdings, LLC f/k/a Nextep Funding, LLC and each of its past, present, and future directors, officers, employees, partners, principals, members, managers, shareholders, successors, parent companies, subsidiaries, affiliates, representatives, assigns, servicers, and purchasers or transferees of the Consumer Pet Lease Agreements entered into by Class Members.

2. CLASS CERTIFICATION – Plaintiff will seek, and Defendant will not oppose, preliminary approval of the settlement on behalf of the classes defined above in ¶¶ 1(C), 1(D). Defendant represents that there are a total of 2,506 potential Class Members. If the Agreement is not finally approved by the Court for any reason whatsoever, the certification of the Nationwide Class and the Minnesota Class will be void, and no doctrine of waiver, estoppel, or preclusion shall be asserted in any litigated certification proceeding. No agreements made by or entered into by Defendant in connection with the Agreement may be used by Plaintiff, any person in the Nationwide Class or the Minnesota Class, or any other person to establish any of the elements of liability or class

certification in any litigated certification proceeding, whether in this action or other proceeding.

3. CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT – For settlement purposes only, the Parties agree that Plaintiff LuAnn Danger should be appointed as the Class Representative for the Class Members, and that Jesse S. Johnson and James L. Davidson of Greenwald Davidson Radbil PLLC should be appointed as counsel for the Class Members (“Class Counsel”).

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

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

6. ADMINISTRATION AND NOTIFICATION PROCESS – A third-party class administrator jointly selected by and agreeable to the parties (“Class Administrator”) will administer the settlement and notification of the settlement to the Class Members. The costs and expenses for the administration of the settlement and class notice, including all work necessary to identify current contact information for the Class Members, will be paid by Defendant, as set forth below. The Class Administrator will be responsible for mailing the approved Direct Mail Notices and settlement checks to the Class Members.

7. Subject to an in accordance with the procedures approved by the Court, the Parties will provide notice of the settlement to the Class Members as follows:

A. Direct Mail Notices – The Class Administrator will, as expeditiously as possible but not to exceed 21 days after the Court’s entry of the Order of Preliminary Approval of Class Action Settlement, send via U.S. mail written notice of the settlement to each potential Class Member at his or her last known valid address, address correction requested, as provided by Defendant. Defendant will provide the names and last-known addresses of all potential Class Members to the Class Administrator within seven days of the filing of Plaintiff’s unopposed motion for preliminary approval of class action settlement.

The Direct Mail Notices to all potential Nationwide Class Members other than the Minnesota Class Members will include a detachable claim form to be returned to the Class Administrator to indicate the Nationwide Class Member’s desire to take part in the Nationwide Settlement Fund, and that the Nationwide Class Member entered into his or her Consumer Pet Lease Agreement for family or household (rather than business or commercial) purposes. The Direct Mail Notice with detachable claim form will be in substantially the same form attached as **Exhibit C**, subject to the Court’s approval of the notice.

The Direct Mail Notices to all Minnesota Class Members will not include a detachable claim form. The Direct Mail Notice to the Minnesota Class Members will be in substantially the same form attached as **Exhibit D**, subject to the Court’s approval of

the notice. No action on the part of Minnesota Class Members will be necessary to receive a settlement payment.

Before sending the Direct Mail Notices, the Class Administrator will confirm and, if necessary, update the addresses for the Class Members through the standard methodology it currently uses to update addresses, including attempting to identify the name and address of each Class Member. If any notice is returned with a new address, the Class Administrator will re-mail the notice to the new address and update the Class Member address list with all forwarding addresses.

B. Website Notices – Within 21 days of the Court’s entry of the Order of Preliminary Approval of Class Action Settlement, Class Counsel will post on its website a long-form class notice in substantially the same form attached as **Exhibit E** (as to the Nationwide Class Members) and **Exhibit F** (as to the Minnesota Class Members), subject to the Court’s approval. Class Counsel will maintain the long-form class notices, and other pertinent case materials such as the complaint, this settlement agreement, and the Order of Preliminary Approval of Class Action Settlement, on its website until the final void date of any settlement check issued pursuant to this Agreement. On its website, Class Counsel will maintain dedicated webpages for each settlement class.

C. CAFA Notice – Defendant will be responsible for serving the CAFA notice required by 28 U.S.C. § 1715 within 14 days of the filing of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement.

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

A. Any Nationwide Class Member who desires to receive his or her pro-rata portion of the Nationwide Settlement Fund (defined below in ¶ 10(B)) must submit to the Class Administrator, in the form attached as Exhibit C, a timely and valid claim with a postmark date no later than 60 days after the court’s entry of the Order of Preliminary Approval of Class Action Settlement. Participating Nationwide Class Members must confirm that they signed a Consumer Pet Lease Agreement with Defendant during the applicable time period, and that their agreement with Defendant concerned a pet used primarily for personal or household (rather than commercial or business) purposes.

B. Minnesota Class Members are not required to submit any claim to participate in the Minnesota Settlement Fund (defined below in ¶ 10(C)).

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

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

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

F. Requests to be excluded from the Agreement must be provided in an individual capacity for each respective Class Member. “Mass,” “class,” and/or “representative” requests made on behalf of multiple Class Members are not acceptable and will not be valid.

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

H. In the written objection, the Class Member must state: his or her full name, address, telephone number, and email address (if available); the reasons for his or her objection; whether he or she intends to appear at the fairness hearing on his or her own behalf or through counsel; and documentation establishing that he or she is a Class Member. Further, the Class Member must attach to his or her objection any documents supporting the objection.

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

J. Objections to the Agreement must be provided in an individual capacity for each respective Class Member. “Mass,” “class,” and/or “representative” requests made on behalf of multiple Class Members are not acceptable and will not be valid.

K. If a Class Member submits both an objection and an exclusion, he or she will be considered to have submitted an exclusion (and not an objection) and will be excluded from his or her applicable class(es).

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

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

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

A. Plaintiff and each Class Member covenant and agree that they will not sue or bring any action or cause of action, in this or any other forum, on behalf of themselves and all those who claim through them or assert claims on their behalf (including the government in its capacity as *parens patriae*), including by way of third-party claim, cross-claim, or counterclaim, against any of the Released Parties in respect

of any of the Released Claims; they will not initiate or participate in bringing or pursuing any class action against any of the Released Parties in respect of any of the Released Claims; and they will not assist any third party in initiating or pursuing an action or cause of action in respect of any of the Released Claims, except that the Class Members may participate in any regulatory or governmental proceeding or investigation.

B. Waiver of California Civil Code Section 1542. Plaintiff and each Class Member waive any and all rights and benefits afforded by California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

To the extent applicable, Plaintiff and each Class Member understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and/or of any other applicable federal or state law related to limitations on releases. In connection with such waivers and relinquishments, Plaintiff and each Class Member acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of this Settlement Agreement, but that they release fully, finally and forever all Released Claims, and in furtherance of such intention, the release will remain in effect notwithstanding the discovery or existence of any such additional or different facts or information.

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

A. Monetary Payments – Defendant will pay to Class Counsel, by wire transfer or check payable to “Greenwald Davidson Radbil PLLC Trust Account,” the sum of \$112,500 no later than 14 days after this Agreement is fully executed, for Class Counsel to hold in escrow for purposes of making payments to Class Members, Plaintiff, the Class Administrator, and Class Counsel, as incurred, and as approved by the Court. Defendant additionally will pay to Class Counsel, by wire transfer or check payment as described above, the sum of \$137,500 no later than December 31, 2020 or the date of entry of the Final Order and Judgment, whichever is later. This additional sum likewise will be held in escrow and used for purposes of making payments to Class Members, Plaintiff, the Class Administrator, and Class Counsel, as incurred, and as approved by the Court.

B. Nationwide Settlement Fund – In consultation with the Class Administrator within seven days after the Final Order Day, and from the proceeds described above in ¶ 10(A), the Parties will cause to be established a \$33,500 settlement fund (“Nationwide Settlement Fund”) for the benefit of all Nationwide Class Members other than Minnesota Class Members. Each such Nationwide Class Member who timely submits a valid claim form via U.S. Mail will receive a pro-rata portion of the Nationwide Settlement Fund, to be calculated based on the number of Nationwide Class Members who submit such timely, valid claims. However, prior to distributing participating Nationwide Class Members’ pro-rata portions, the Class Administrator will

first deduct from the Nationwide Settlement Fund all class notice and administration costs attributable to Nationwide Class Members, as explained below in ¶ 10(G).

Within 21 days after the Final Order Day, the Class Administrator will send via U.S. mail a settlement check to each Nationwide Class Member who timely submits a valid claim form. Defendant's obligations pursuant to this paragraph will be considered fulfilled upon the mailing of the settlement checks, regardless of whether any settlement check is received, returned, or cashed, except that the Class Administrator will be obligated to take reasonable steps to forward all settlement checks returned with a forwarding address to such forwarding addresses. Each settlement check will be void 120 days after mailing.

To the extent that any funds remain in the Nationwide Settlement Fund after the void date (from uncashed checks or otherwise), such residual funds will be paid to the Animal Allies Humane Society as a *cy pres* recipient.

C. Minnesota Settlement Fund – In consultation with the Class Administrator, and from the proceeds described above in ¶ 10(A), the Parties will cause to be established an \$13,700 settlement fund (“Minnesota Settlement Fund”) for the benefit of the Minnesota Class Members. Each Minnesota Class Member who does not exclude himself or herself will receive a pro-rata portion of the Minnesota Settlement Fund. However, prior to distributing Minnesota Class Members' pro-rata portions, the Class Administrator will first deduct from the Minnesota Settlement Fund all class notice and administration costs attributable to Minnesota Class Members, as explained below in ¶ 10(H).

Within 21 days after the Final Order Day, the Class Administrator will send via U.S. mail a settlement check to each Minnesota Class Member who does not exclude himself or herself. Defendant's obligations pursuant to this paragraph will be considered fulfilled upon the mailing of the settlement checks, regardless of whether any settlement check is received, returned, or cashed, except that the Class Administrator will be obligated to take reasonable steps to forward all settlement checks returned with a forwarding address to such forwarding addresses. Each settlement check will be void 120 days after mailing.

To the extent that any funds remain in the Minnesota Settlement Fund after the void date (from uncashed checks or otherwise), such residual funds will be paid to the Animal Allies Humane Society as a *cy pres* recipient.

D. Payment to Plaintiff – In addition to her pro-rata share of the Minnesota Settlement Fund, and in recognition of her service to the Class Members, Plaintiff will seek a total of \$3,000, which, upon Court approval, will be paid from the proceeds described above in ¶ 10(A) separate and apart from the Nationwide Settlement Fund and Minnesota Settlement Fund, and within seven days of the Final Order Day. Plaintiff's pro-rata share of the Minnesota Settlement Fund will be distributed as explained above in ¶ 10(C). Additionally, Defendant confirms that Plaintiff is the sole owner of the pet subject to the Consumer Pet Lease Agreement that she signed with Defendant.

E. Change in Defendant's Conduct – While Defendant affirmatively states and maintains that its consumer lease agreements are, and have been, lawful and fully compliant with applicable law, Defendant affirms that, as of the date of this Agreement,

and while denying any past wrongdoing, it no longer uses the form Consumer Pet Lease Agreement signed by Plaintiff.

F. Attorneys' Fees, Costs, and Expenses of Class Counsel – Solely for purposes of settlement and in furtherance of Plaintiff's intended application for an award of reasonable attorneys' fees, costs, and expenses, Plaintiff is considered the prevailing party. In advance of the final fairness hearing, Plaintiff will file an application for an award of reasonable attorneys' fees, costs, and expenses in a total amount not to exceed \$199,800, which Defendant will not oppose. Any amount awarded to Class Counsel for attorneys' fees, costs, and expenses will be paid from the proceeds described above in ¶ 10(A) separate and apart from the Nationwide Settlement Fund, the Minnesota Settlement Fund, the Payment to Plaintiff, and all payments for class notice and administration costs, within seven days of the Final Order Day. No interest will accrue on such amounts at any time. In the event the Court declines Class Counsel's request or awards them less than the amounts sought, this Agreement shall continue to be effective and enforceable by the Parties subject to the terms and conditions of this Agreement. In the event the Court awards Class Counsel more than the amount they request, Class counsel will not accept payment of any attorneys' fees, costs, or expenses above \$199,800, and will accept such sum in full satisfaction of Defendant's obligations to pay Class Counsel's attorneys' fees, costs, and expenses.

Upon payment of the full amount awarded in attorneys' fees, costs, and expenses to Class Counsel, the Released Parties will have no further obligation with respect to

Class Counsel's fees, costs, and expenses, or the fees, costs, or expenses of any other attorney on behalf of Plaintiff or any Class Member.

G. Class Notice and Settlement Administration Costs for Nationwide Class Members – All costs of class notice and settlement administration conducted by the Class Administrator for the benefit of Nationwide Class Members will be deducted from the Nationwide Settlement Fund prior to distributing settlement funds to participating Nationwide Class Members.

H. Class Notice and Settlement Administration Costs for Minnesota Class Members – All costs of class notice and settlement administration conducted by the Class Administrator for the benefit of Minnesota Class Members will be deducted from the Minnesota Settlement Fund prior to distributing settlement funds to Minnesota Class Members.

11. COVENANT NOT TO SUE – Plaintiff agrees and covenants, and each Class Member will be deemed to have agreed and covenanted, not to sue any Released Party with respect to any of the Released Claims.

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

- A. The Court's refusal to preliminarily approve the settlement;
- B. The Court's rejection of any material component of this Agreement (and any amendments thereto approved by the parties), including the amounts to be paid by Defendant into the National Settlement Fund or the Minnesota Settlement Fund;

C. The Court's refusal to approve the settlement following notice to the Class Members and the final fairness hearing;

D. There are more than 100 written requests for exclusion from the Nationwide Class Members or more than 6 written requests for exclusion from the Minnesota Class Members, pursuant to ¶ 8; or

E. The Court approving the settlement, but such approval is reversed on appeal and such reversal becomes final by lapse of time or otherwise.

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

The procedure for, and the allowance or disallowance by the Court of, any applications by Plaintiff or Class Counsel for attorneys' fees, costs, and expenses are not part of the settlement set forth herein and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement set forth herein.

13. MISCELLANEOUS PROVISIONS – Any exhibits to this Agreement are an integral part of the settlement and are expressly incorporated herein as part of this Agreement.

14. This Agreement is for settlement purposes only. The Parties acknowledge that this Agreement is not an admission of wrongdoing, negligence, or liability by Defendant or any Released Party. Defendant expressly denies any liability whatsoever to Plaintiff

or the Class Members. Defendant further expressly denies any and all allegations of wrongdoing, fault or liability whatsoever. Further, Defendant denies that this action is suitable for class treatment under Rule 23 of the Federal Rules of Civil Procedure, other than for the instant settlement purposes. Defendant maintains that its consumer lease agreements have been, and continue to be valid, enforceable and fully compliant with applicable law.

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

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

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

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

19. The Parties agree that, for the purposes of settlement only, the United States District Court for the District of Minnesota has subject matter jurisdiction over the claims at issue and will request that it retain continuing and exclusive jurisdiction over the Parties to this Agreement, and over the administration and enforcement of this Agreement. Should the Agreement not be approved by the Court, or be approved on the Court but reversed on appeal, Defendant reserves its right to challenge the Court's subject matter jurisdiction.

20. This Agreement will inure to the benefit of the Parties and their representatives, heirs, successors, and assigns.

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

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

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

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

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

If to Plaintiff or the Class Members: If to Defendant:

Jesse S. Johnson
Greenwald Davidson Radbil PLLC
7601 N. Federal Hwy., Suite A-230
Boca Raton, Florida 33487

Bruce N. Menkes and/or George Desh
Mandell Menkes LLC
One North Franklin Street, Suite 3600
Chicago, Illinois 60606

[SIGNATURES ON FOLLOWING PAGE]

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



LuAnn Danger (Jun 12, 2020 18:15 CDT)

LuAnn Danger

Dated: June 12, 2020



Jesse S. Johnson (Jun 12, 2020 19:12 EDT)

Jesse S. Johnson
Greenwald Davidson Radbil PLLC
7601 N. Federal Hwy., Suite A-230
Boca Raton, FL 33487

Dated: June 12, 2020

Class Counsel

For Nextep Holdings, LLC

Dated: June ___, 2020

Bruce Menkes
Mandell Menkes LLC
One North Franklin Street, Suite 3600
Chicago, Illinois 60606

Dated: June ___, 2020

Counsel for Defendant

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

LuAnn Danger

Dated: June ___, 2020

Jesse S. Johnson
Greenwald Davidson Radbil PLLC
7601 N. Federal Hwy., Suite A-230
Boca Raton, FL 33487

Dated: June ___, 2020

Class Counsel

Brian Davis

For Nextep Holdings, LLC

Dated: June 12, 2020



Bruce Menkes
Mandell Menkes LLC
One North Franklin Street, Suite 3600
Chicago, Illinois 60606

Dated: June 12, 2020

Counsel for Defendant

Exhibit A

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

LuANN DANGER, on behalf of herself
and others similarly situated,

Plaintiff,

v.

NEXTEP FUNDING, LLC and
MONTEREY FINANCIAL SERVICES,
LLC,

Defendants.

Civil Action No. 0:18-cv-00567-SRN-LIB

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

WHEREAS, this Court has been advised that the parties to this action, LuAnn Danger (“Plaintiff” or “Class Representative”) and Nextep Holdings, LLC f/k/a Nextep Funding, 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 and Release (“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

hearing should and will be held on _____, **2020** after notice to the Class Members, to confirm that the proposed settlement is fair, reasonable, and adequate, and to determine whether a Final Order and Judgment should be entered in this Lawsuit:

IT IS HEREBY ORDERED:

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

In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, and 1711-1715, Defendant will cause, or has caused, to be served written notice of the proposed class settlement on the United States Attorney General and the Attorneys General of each state where there is at least one Class Member (defined below).

For purposes of settlement only, and pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, the Lawsuit is hereby preliminarily certified as a class action on behalf of the following classes of plaintiffs (“Class Members”) with respect to the claims asserted in the Lawsuit:

Nationwide Class: All persons (a) with an address in the United States (b) who signed a Consumer Pet Lease Agreement with Nextep Holdings, LLC f/k/a Nextep Funding, LLC (c) between February 26, 2016 and January 9, 2019 (d) for personal, family, or household purposes.

Minnesota Class: All persons (a) with an address in Minnesota (b) who signed a Consumer Pet Lease Agreement with Nextep Holdings, LLC f/k/a Nextep Funding, LLC (c) between February 26, 2016 and January 9, 2019.

Defendant represents that there are 2,506 potential Nationwide Class Members and 28 Minnesota Class Members, including Plaintiff.

Pursuant to Rule 23, the Court appoints LuAnn Danger as the Class Representative of the Nationwide Class and the Minnesota Class. The Court also appoints Jesse S. Johnson and James L. Davidson of Greenwald Davidson Radbil PLLC as Class Counsel. *See, e.g., Taylor v. TimePayment Corp.*, No. 18-378, 2020 WL 906319 (E.D. Va. Feb. 24, 2020) (appointing Greenwald Davidson Radbil PLLC (“GDR”) class counsel in action under the Consumer Leasing Act (“CLA”), Truth in Lending Act, and Virginia usury law); *Sheean v. Convergent Outsourcing, Inc.*, No. 18-11532, 2019 WL 6039921 (E.D. Mich. Nov. 14, 2019) (appointing GDR class counsel for classes under the Telephone Consumer Protection Act (“TCPA”) and Fair Debt Collection Practices Act); *Spencer v. #1 A LifeSafer of Ariz., LLC*, No. 18-2225, 2019 WL 1034451 (D. Ariz. Mar. 4, 2019) (appointing GDR class counsel under the CLA); *Knapper v. Cox Commc’ns, Inc.*, 329 F.R.D. 238 (D. Ariz. 2019) (appointing GDR class counsel in TCPA action); *Prater v. Medicredit, Inc.*, No. 14-159, 2015 WL 8331602 (E.D. Mo. Dec. 7, 2015) (appointing GDR class counsel in TCPA action).

For purposes of settlement only, this Court preliminarily finds that the Lawsuit satisfies the applicable prerequisites for class action treatment under Rule 23, namely:

- A. The Class Members are so numerous that joinder of all of them in the Lawsuit is impracticable;
- B. There are questions of law and fact common to the Class Members, which predominate over any individual questions;
- C. The claims of the Plaintiff are typical of the claims of the Class Members;
- D. Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all Class Members; and
- E. Class treatment of these claims will be efficient and manageable, thereby

achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

See Henggeler v. Brumbaugh & Quandahl, P.C., No. 11-334, 2013 WL 5881422, at *4-5 (D. Neb. Oct. 25, 2013) (approving class action settlement).

This Court preliminarily finds that the settlement of the Lawsuit, on the terms and conditions set forth in the Settlement Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Class Members, especially in light of (i) the benefits to the Class Members; (ii) the strengths and weaknesses of Plaintiff's case; (iii) the anticipated complexity, duration, and expense of additional litigation; (iv) the risk and delay inherent in possible appeals; (v) the risk of collecting any judgment obtained on behalf of the Class Members; (vi) the limited amount of any potential total recovery for the Class Members, given the cap on statutory damages for claims brought pursuant to the CLA and TILA; and (vii) the opinion of Class Counsel, who are highly experienced in this area of class action litigation. *See In re Wireless Tel. Fed. Cost Recovery Fees Litig.*, 396 F.3d 922, 931 (8th Cir. 2005).

A third-party class administrator acceptable to the parties will administer the settlement and notification to Class Members. The class administrator will be responsible for mailing the approved class action notice and settlement checks to the Class Members. The costs of administration will be paid from the respective class settlement funds. Upon the recommendation of the Parties, this Court hereby appoints the following class administrator: First Class, Inc. *See, e.g., Veness v. Heywood, Cari & Anderson, S.C.*, No. 17-338, 2017 WL 6759382, at *5 (W.D. Wis. Dec. 29, 2017) (appointing First Class, Inc.

as class administrator); *Green v. Dressman Benzinger Lavelle, PSC*, No. 14-142, 2014 WL 4816698, at *2 (W.D. Ohio Sept. 18, 2014) (same).

This Court approves the form and substance of the Direct Mail Notices of Class Action Settlement, attached to the Settlement Agreement as Exhibits C and D. The proposed form and method for notifying the Class Members of the settlement and its terms and conditions meet the requirements of Rule 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all persons and entities entitled to the notice. This Court finds that the proposed notice is clearly designed to advise the Class Members of their rights. In accordance with the Settlement Agreement, the class administrator will mail the notices to the Class Members as expeditiously as possible, but in no event later than 21 days after the Court's entry of this order, *i.e.*, **no later than _____, 2020**. The class administrator will confirm, and if necessary, update the addresses for the Class Members through standard methodology that the class administrator currently uses to update addresses.

Class Counsel's petition for an award of attorneys' fees and reimbursement of costs and expenses must be filed with the Court within 30 days after the deadline for dissemination of class notice, *i.e.*, **no later than _____, 2020**.

Any Nationwide Class Member other than Minnesota Class Members who wishes to receive a pro-rata portion of the Nationwide Settlement Fund must send a valid, timely claim form to First Class, Inc. with a postmark date no later than 60 days after the Court's entry of this order, *i.e.*, **no later than _____, 2020**. Per the

Settlement Agreement, Minnesota Class Members need not submit any claim form to participate in the Minnesota Settlement Fund.

Any Class Member who desires to be excluded from either class must send a written request for exclusion to First Class, Inc. with a postmark date no later than 60 days after the Court's entry of this order, *i.e.*, **no later than** _____, **2020**. To be effective, the written request for exclusion must state the Class Member's full name, address, telephone number, and email address (if available), along with a signed statement that the Class Member wishes to be excluded. Any Class Member who submits a valid and timely request for exclusion will not be bound by the terms of the Settlement Agreement.

Any Class Member who intends to object to the fairness of this settlement must file a written objection with the Court within 60 days after the Court's entry of this order, *i.e.*, **no later than** _____, **2020**. Further, any such Class Member must, within the same time period, provide a copy of the written objection to Class Counsel, attention: Jesse S. Johnson, Greenwald Davidson Radbil PLLC, 7601 N. Federal Highway, Suite A-230, Boca Raton, FL 33487; and Counsel for Defendant, Bruce N. Menkes and/or George Desh, Mandell Menkes LLC, One North Franklin Street, Suite 3600, Chicago, Illinois 60606.

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

- A. Contain a heading which includes the name of the case and case number;
- B. Provide the name, address, telephone number, and email address (if available) of the Class Member filing the objection;

- C. Be filed with the Clerk of the Court no later than 60 days after the Court preliminarily approves the settlement;
- D. Be sent to Class Counsel and counsel for Defendant at the addresses designated in the Notice by first-class mail, postmarked no later than 60 days after the Court preliminarily approves the settlement;
- E. Contain the name, address, bar number, and telephone number of the objecting Class Member's counsel, if represented by an attorney. If the Class Member is represented by an attorney, he/she must comply with all applicable laws and rules for filing pleadings and documents in the U.S. District Court for the District of Minnesota;
- F. Provide documentation establishing that he or she is a Class Member; and
- G. Contain a statement of the specific basis for each objection.

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

Upon final approval from the Court, and upon the expiration of any available appeal period (or, if an appeal is filed, after the conclusion of such appeal, unless it results in reversal of final approval from the Court), the class administrator will mail a settlement check to all Minnesota Class Members and to each Nationwide Class Member who submits a valid, timely claim form. Each Minnesota Class Member will receive a pro-rata portion of the \$13,700 Minnesota Settlement Fund, after deducting related costs and expenses of class notice and settlement administration. Additionally, each participating Nationwide Settlement Class Member will receive a pro-rata portion of the \$33,500 Nationwide Settlement Fund, after deducting related costs and expenses of class notice and settlement administration. In addition to her pro-rata share of the Minnesota

Settlement Fund, and separate and apart from that fund, the Class Representative will be paid a total of \$3,000 in recognition of her service to the Class Members.

The Court will conduct a hearing on _____, **2020** at the United States District Court for the District of Minnesota, Warren E. Burger Federal Building, 316 North Robert Street, St. Paul, Minnesota 55101, to review and rule upon the following issues:

- A. Whether this action satisfies the applicable prerequisites for class action treatment for settlement purposes under Rule 23;
- B. Whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interest of the Class Members and should be approved by the Court;
- C. Whether a Final Order and Judgment, as provided under the Settlement Agreement, should be entered, dismissing the Lawsuit with prejudice and releasing the Released Claims against the Released Parties; and
- D. Any other issues as the Court deems appropriate.

Attendance by Class Members at the Final Fairness Hearing is not necessary. Class Members need not appear at the hearing or take any other action to indicate their approval of the proposed class action settlement. Class Members wishing to be heard are, however, required to appear at the Final Fairness Hearing. The Final Fairness Hearing may be postponed, adjourned, transferred, or continued without further notice to the Class Members.

Submissions by the Parties in support of the settlement, including memoranda in support of final approval of the proposed settlement, and responses to any objections, must be filed with the Court no later than 28 days prior to the Final Fairness Hearing, *i.e.*, **no later than** _____, **2020**. Opposition briefs to any of the foregoing

must be filed no later than 14 days prior to the Final Fairness Hearing, *i.e.*, **no later than** _____, **2020**. Reply memoranda in support of the foregoing must be filed with the Court no later than 7 days prior to the Final Fairness Hearing, *i.e.*, **no later than** _____, **2020**.

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

- A. The Settlement Agreement is terminated by any of the Parties for cause, or any specified material condition to the settlement set forth in the Settlement Agreement is not satisfied and the satisfaction of such condition is not waived in writing by the Parties;
- B. The Court rejects any material component of the Settlement Agreement, including any amendments thereto approved by the parties; or
- C. The Court approves the Settlement Agreement, including any amendment thereto approved by the Parties, but such approval is reversed on appeal and such reversal becomes final by lapse of time or otherwise.

If the Settlement Agreement and/or this order are voided, then the Settlement Agreement will be of no force and effect, and the Parties' rights and defenses will be restored, without prejudice, to their respective positions as if the Settlement Agreement had never been executed and this order never entered.

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

The Court sets the following schedule:

<u>Date</u>	<u>Event</u>
_____	Preliminary Approval Order Entered

- _____ Direct Mail Notice Sent (21 days after Preliminary Approval Order entered)
- _____ Filing of Class Counsel’s Petition for Attorneys’ Fees, Costs, and Expenses (30 days after Preliminary Approval Order entered)
- _____ Deadline to Submit Claim Form, Send Exclusion, or File Objection (60 days after Preliminary Approval Order entered)
- _____ Filing of Motion for Final Approval and Responses to Any Objections (28 days before Final Fairness Hearing)
- _____ Opposition, if any, to Final Approval (14 days before Final Fairness Hearing)
- _____ Reply in support of Final Approval (7 days before Final Fairness Hearing)
- _____ Final Fairness Hearing Held

IT IS SO ORDERED.

DATED:

Hon. Susan Richard Nelson
U.S. District Judge

Exhibit B

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

LuANN DANGER, on behalf of herself
and others similarly situated,

Plaintiff,

v.

NEXTEP FUNDING, LLC and
MONTEREY FINANCIAL SERVICES,
LLC,

Defendants.

Civil Action No. 0:18-cv-00567-SRN-LIB

[PROPOSED] FINAL ORDER AND JUDGMENT

On June 4, 2020, LuAnn Danger (“Plaintiff”) filed her unopposed motion to preliminarily approve the Parties’ proposed class settlement.

On _____, 2020, Nextep Holdings, LLC f/k/a Nextep Funding, LLC (“Defendant”) caused to be served on the appropriate authorities the Class Action Fairness Act (“CAFA”) notice required by 28 U.S.C. § 1715.

On _____, 2020, this Court preliminarily approved the Parties’ proposed settlement.

On _____, 2020, First Class, Inc. distributed notice of the Parties’ proposed class settlement, as ordered.

On _____, 2020, Plaintiff filed her unopposed motion to finally approve the Parties’ proposed settlement.

On _____, 2020, this Court held a fairness hearing regarding

Plaintiff's and Defendant's proposed settlement.

Having considered Plaintiff's unopposed motion, this Court finally approves the proposed settlement.

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

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

Nationwide Class: All persons (a) with an address in the United States (b) who signed a Consumer Pet Lease Agreement with Nextep Holdings, LLC f/k/a Nextep Funding, LLC (c) between February 26, 2016 and January 9, 2019 (d) for personal, family, or household purposes.

Minnesota Class: All persons (a) with an address in Minnesota (b) who signed a Consumer Pet Lease Agreement with Nextep Holdings, LLC f/k/a Nextep Funding, LLC (c) between February 26, 2016 and January 9, 2019.

There are approximately 2,506 potential Nationwide Class Members and 28 Minnesota Class Members, including Plaintiff.

For purposes of the proposed settlement agreement, this Court finds that this matter meets the applicable prerequisites for class action treatment under Rule 23, namely:

1. The Class Members are so numerous that joinder of all of them is impracticable;
2. There are questions of law and fact common to the Class Members, which predominate over any individual questions;
3. Plaintiff's claims are typical of the Class Members' claims;
4. Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all of the Class Members; and

5. Class treatment of Plaintiff's claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

See Henggeler v. Brumbaugh & Quandahl, P.C., No. 11-334, 2013 WL 5881422, at *4-5 (D. Neb. Oct. 25, 2013) (approving class action settlement).

This Court confirms its appointments of LuAnn Danger as class representative for the classes, and the following attorneys and law firm as Class Counsel for Class Members:

James L. Davidson
Jesse S. Johnson
Greenwald Davidson Radbil PLLC
7601 N. Federal Highway, Suite A-230
Boca Raton, Florida 33487

See, e.g., Taylor v. TimePayment Corp., No. 18-378, 2020 WL 906319 (E.D. Va. Feb. 24, 2020) (appointing Greenwald Davidson Radbil PLLC ("GDR") class counsel in action under the Consumer Leasing Act ("CLA"), Truth in Lending Act, and Virginia usury law); *Sheean v. Convergent Outsourcing, Inc.*, No. 18-11532, 2019 WL 6039921 (E.D. Mich. Nov. 14, 2019) (appointing GDR class counsel for classes under the Telephone Consumer Protection Act ("TCPA") and Fair Debt Collection Practices Act); *Spencer v. #1 A LifeSafer of Ariz., LLC*, No. 18-2225, 2019 WL 1034451 (D. Ariz. Mar. 4, 2019) (appointing GDR class counsel under the CLA); *Knapper v. Cox Commc'ns, Inc.*, 329 F.R.D. 238 (D. Ariz. 2019) (appointing GDR class counsel in TCPA action); *Prater v. Mediredit, Inc.*, No. 14-159, 2015 WL 8331602 (E.D. Mo. Dec. 7, 2015) (appointing GDR class counsel in TCPA action).

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

1. The creation of a class settlement fund for the benefit of Nationwide Class Members other than Minnesota Class Members, in the amount of \$33,500 ("Nationwide Settlement Fund"), which will be distributed on a pro-rata basis to each Nationwide Class Member who submitted a valid, timely claim form, after deducting related costs and expenses for class notice and settlement administration.
2. The creation of a class settlement fund for the benefit of Minnesota Class Members, in the amount of \$13,700 ("Minnesota Settlement Fund"), which will be distributed on a pro-rata basis to each Minnesota Class Member who does not exclude himself or herself, after deducting related costs and expenses for class notice and settlement administration.
3. In addition to her pro-rata share of the Minnesota Settlement Fund, Plaintiff will be paid a total of \$3,000, separate from either settlement fund, in recognition of her service to all Class Members.

This Court additionally finds that the Parties' notice of class action settlement, and the distribution thereof, satisfied the requirements of due process under the Constitution and Rule 23(e), that it was the best practicable notice under the circumstances, and that it constitutes due and sufficient notice to all persons entitled to notice of class action settlement. *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 method of direct mail notice to each class member's last known address—and a second notice if the first was returned as undeliverable—was the best practicable notice.").

This Court similarly finds that the Parties' notice of class action settlement was adequate and gave all Class Members sufficient information to enable them to make

informed decisions as to the Parties' proposed settlement, and the right to object to, or opt out of, it.

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

This Court finds that the Class Members were given a fair and reasonable opportunity to object to the settlement. [#] members of the Nationwide Class objected to the settlement, and [#] members of the Minnesota Class objected to the settlement. The [#] Class Members who made valid and timely requests for exclusion are excluded from the settlement and are not bound by this order. Those persons are:

_____.

This order is binding on all Class Members, except those individuals listed above who validly and timely excluded themselves from the settlement.

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

This Court awards a total of \$199,800 for Class Counsel's attorneys' fees and reimbursement of costs and litigation expenses, which the Court finds is fair and reasonable given Class Counsel's significant efforts in this matter, the results obtained for Plaintiff and all Class Members, and the risks inherent in the contingent nature of Class Counsel's fee agreement with Plaintiff.

This action is dismissed with prejudice as to all other issues and as to all Parties and claims.

This Court retains continuing and exclusive jurisdiction over the Parties relating to this matter, including the administration, interpretation, construction, effectuation, enforcement, and consummation of the settlement and this order.

IT IS SO ORDERED.

DATED:

Hon. Susan Richard Nelson
U.S. District Judge

Exhibit C

What is this lawsuit about? LuAnn Danger (“Class Representative”) sued Nextep Holdings, LLC f/k/a Nextep Funding, LLC (“Defendant”) alleging that the company offered Consumer Pet Lease Agreements to consumers that contained improper disclosures under the Consumer Leasing Act and Truth in Lending Act regarding the payments owed under those agreements. Defendant denies the allegations, denies that it violated the law, and affirmatively states that its practices are, and have been, lawful and fully compliant with applicable law. The Court did not decide who is right and who is wrong. The parties have agreed to a settlement.

Why did you receive this notice? You received this notice because the parties have agreed to a settlement on behalf of the following class: All persons (a) with an address in the United States (b) who signed a Consumer Pet Lease Agreement with Nextep Holdings, LLC f/k/a Nextep Funding, LLC (c) between February 26, 2016 and January 9, 2019, (d) for personal, family, or household purposes (the “Class”). If you are in the class, this settlement affects you.

What does the settlement provide? Defendant will establish a settlement fund of \$33,500 for the benefit of all Class Members outside of Minnesota, and it no longer uses the form Consumer Pet Lease Agreement at issue in this case. Class members who submit timely, valid claims will receive an equal share of the settlement fund, after deducting related costs of class notice and settlement administration. It is estimated that each participating class member will receive between \$50 and \$100, depending on the number of class members who submit timely, valid claims. In addition, and separate from the settlement fund, Defendant will pay, subject to approval by the Court, reasonable attorneys’ fees, costs, and litigation expenses of up to \$199,800 to class counsel, plus an incentive award of \$3,000 to the Class Representative in recognition of her service to the Class.

What are my legal rights and options? If you are 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 an equal share of the settlement fund after deducting the expenses described above. Second, you may do nothing, in which case you will not receive a 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 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/Nextep, or contact the settlement administrator by writing to: First Class, Inc., c/o [ADDRESS]. This settlement does not affect any monies you may still owe to Defendant under a Consumer Pet Lease Agreement.

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 Minnesota, 316 North Robert Street, St. Paul, Minnesota 55101. 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:

Danger v. Nextep Funding, LLC,
0:18-cv-00567-SRN-LIB (D. Minn.)

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.

Danger v. Nextep Funding, 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 Minnesota

Danger v. Nextep Funding, LLC,
No. 0:18-cv-00567-SRN-LIB

CLAIM FORM – NATIONWIDE CLASS

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

Name/Address Changes:

I am a person who signed a Consumer Pet Lease Agreement with Nextep Holdings, LLC f/k/a Nextep Funding, LLC (1) between February 26, 2016 and January 9, 2019, (2) for a personal pet, not an animal used for commercial purposes. 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

Danger v. Nextep Funding, LLC

Bottom Outside

Exhibit D

What is this lawsuit about? LuAnn Danger (“Class Representative”) sued Nextep Holdings, LLC f/k/a Nextep Funding, LLC (“Defendant”) alleging that the company offered Consumer Pet Lease Agreements to consumers that contained improper disclosures under the Consumer Leasing Act and Truth in Lending Act regarding the payments owed under the agreements, and that the leases imposed finance charges in excess of those allowed under Minnesota law. Defendant denies the allegations, denies that it violated the law, and affirmatively states that its practices are, and have been, lawful and fully compliant with applicable law. The Court did not decide who is right and who is wrong. The parties have agreed to a settlement.

Why did you receive this notice? You received this notice because the parties have agreed to a settlement on behalf of the following class: All persons (a) with an address in Minnesota (b) who signed a Consumer Pet Lease Agreement with Defendant (c) between February 26, 2016 and January 9, 2019 (the “Minnesota Class”).

What does the settlement provide? Defendant will establish a settlement fund of \$13,700 specifically for the benefit of the 28 members of the Minnesota Class, while a separate settlement fund will be created for the benefit of all other consumers nationwide who signed similar pet leases. Additionally, Defendant no longer uses the form Consumer Pet Lease Agreement at issue in this case. Minnesota Class members who do not exclude themselves will receive an equal share of the Minnesota settlement fund, after deducting related costs of class notice and administration. It is estimated that each Minnesota Class member will receive approximately \$475 from the Minnesota settlement fund. Separate from the class settlement funds, Defendant also will pay, subject to Court approval, reasonable attorneys’ fees, costs, and litigation expenses of up to \$199,800 to class counsel, plus a \$3,000 incentive award to the Class Representative in recognition of her service to class members.

What are my legal rights and options? If you are a class member, you have three options. First, you may do nothing, in which case you will remain in the settlement and receive an equal share of the Minnesota settlement fund after deducting the expenses described above, in the amount of approximately \$475. Second, you may exclude yourself from the settlement, in which case you will not receive a share of the settlement fund, but you will not release any claim(s) that you have against Defendant. And third, you may object to the settlement. Any 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/NextepMinnesota, or contact the settlement administrator by writing to: First Class, Inc., c/o [ADDRESS]. Importantly, this settlement does not affect any monies you may still owe under your Consumer Pet Lease Agreement.

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 Minnesota, 316 North Robert Street, St. Paul, Minnesota 55101. 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:

Danger v. Nextep Funding, LLC,
0:18-cv-00567-SRN-LIB (D. Minn.)

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.

Danger v. Nextep Funding, 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

Exhibit E

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

You may benefit from this class action settlement.

You are not being sued.

If you signed a Consumer Pet Lease Agreement with Nextep Funding, LLC between February 26, 2016 and January 9, 2019 for a personal pet, you may benefit from the settlement of this lawsuit.

*This case is titled LuAnn Danger v. Nextep Funding, LLC,
Case No. 0:18-cv-00567-SRN-LIB*

*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 Consumer Pet Lease Agreement with Nextep Funding, LLC between February 26, 2016 and January 9, 2019, for a personal pet not used for commercial purposes, you will receive a cash payment as explained in Section No. 5 below if you submit a valid, timely claim form.
DO NOTHING BUT STAY IN THE SETTLEMENT	If you signed a Consumer Pet Lease Agreement with Nextep Funding, LLC between February 26, 2016 and January 9, 2019, for a personal pet not used for commercial purposes, but you do <i>not</i> submit a valid, timely claim form, you will receive no benefits while also giving up your legal claims against Nextep Funding, LLC.
EXCLUDE YOURSELF	You will receive no benefits, but you will not be giving up your legal claims against Nextep Funding, 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. What is this lawsuit about?

LuAnn Danger (“Class Representative”) filed a class action lawsuit alleging that the defendant, Nextep Holdings, LLC f/k/a Nextep Funding, LLC (“Defendant”), violated the Consumer Leasing

Act (“CLA”) and Truth in Lending Act (“TILA”) by failing to provide in her Consumer Pet Lease Agreement certain financial disclosures required by the CLA and TILA. Defendant denies that its conduct violated either statute, affirmatively states that its consumer leases are, and have been lawful, and has asserted defenses to the Class Representative’s claims. The Court did not decide who is right or who is wrong. The parties have agreed to a settlement.

2. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, LuAnn Danger) sue on behalf of a group of people (or a “Class”) who have similar claims.

3. Why is there a settlement?

In light of the substantial benefits provided to class members, and in order to avoid the cost, risk, and delay of litigation, and uncertainty of trial, the parties agreed to settle. The Class Representative and class counsel believe the settlement is fair, reasonable, and adequate.

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

The Court has decided that everyone falling under the following definition is a member of the Nationwide Class:

All persons (a) with an address in the United States (b) who signed a Consumer Pet Lease Agreement with Nextep Holdings, LLC f/k/a Nextep Funding, LLC (c) between February 26, 2016 and January 9, 2019 (d) for personal, family, or household purposes.

YOUR BENEFITS UNDER THE SETTLEMENT

5. What can I get from the settlement?

Every Nationwide Class Member who submits a valid, timely claim form will receive a cash payment. The amount of that payment will depend on the number of Class Members who participate, and the costs and expenses associated with distributing class notice and administrating the settlement. The total settlement fund is \$33,500. After deducting expected costs and expenses, and based on historical participation rates in this type of case, it is anticipated that participating Nationwide Class Members will each receive between \$50 and \$100.

In addition, Defendant no longer uses the Consumer Pet Lease Agreement at issue in this case.

The settlement does not affect any monies you owe to Defendant under your lease agreement, if any.

6. 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.

7. 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.

8. 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.

9. How much will the Class Representative receive?

For her service to the Class, the Class Representative will receive a payment of \$3,000 separate and apart from the settlement fund, subject to the court's approval. The Class Representative will also receive her equal portion of a different settlement fund dedicated to Minnesota class members.

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."

10. 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 *LuAnn Danger v. Nextep Funding, LLC*, Case No. 0:18-cv-00567-SRN-LIB. 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.

11. 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 if you exclude yourself, 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

12. 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]**.

13. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys’ fees and reimbursement of costs and litigation expenses of up to \$199,800 in total. You will *not* be charged by these lawyers; they will receive a payment from the Defendant in an amount of \$199,800, or less, if that amount is approved by the Court. Any monies awarded to Class Counsel will be paid by Defendant separate and apart from the class 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

14. Is this a fair settlement?

The CLA and TILA are federal statutes that provide 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 twice the amount of any finance charge in connection with the disputed transaction, or, for a lease, 25% of the total amount of monthly payments owed under the lease, not to exceed \$2,000.

In a class action, the maximum possible recovery is (i) any actual damages suffered by the class members, plus (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 after considering certain prescribed factors. In either an individual or a class action, the person bringing the suit can also recover attorneys’ fees and the costs and expenses of prosecuting the suit, if it is successful.

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

15. 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. Defendant affirmatively states that its consumer lease agreements have been, and continue to be, valid, enforceable, and fully compliant with the applicable law.

OBJECTING TO THE SETTLEMENT

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

16. 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 at the address listed below 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: *LuAnn Danger v. Nextep Funding, LLC*, Case No. 0:18-cv-00567-SRN-LIB, your name, address, telephone number, and email address (if applicable), and evidence demonstrating that you are a Class member. 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 by **[DATE]**, you must also mail your written objection so that it is postmarked no later than **[DATE]** to counsel for the parties at the following addresses:

Class Counsel:
Jesse S. Johnson
Greenwald Davidson Radbil PLLC
7601 N. Federal Hwy., Suite A-230
Boca Raton, FL 33487

Counsel for Defendant:
Bruce N. Menkes and/or George Desh
Mandell Menkes LLC
One North Franklin Street, Suite 3600
Chicago, Illinois 60606

Clerk of Court
U.S. District Court for the District of Minnesota
316 North Robert Street, Suite 100
St. Paul, MN 55101

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.

17. 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 Minnesota, 316 North Robert Street, St. Paul, Minnesota 55101**. 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

18. 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 Minnesota.

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, 7601 N. Federal Hwy., Suite A-230, Boca Raton, FL 33487, 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@gdlawfirm.com or obtain information through Class Counsel's website at www.gdlawfirm.com.

19. What if I have a new address?

If 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 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.

Exhibit F

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

You may benefit from this class action settlement.

You are not being sued.

If you have a Minnesota address and signed a Consumer Pet Lease Agreement with Nextep Funding, LLC between February 26, 2016 and January 9, 2019, you may benefit from the settlement of this class action lawsuit.

*This case is titled LuAnn Danger v. Nextep Funding, LLC,
Case No. 0:18-cv-00567-SRN-LIB*

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you signed a Consumer Pet Lease Agreement with Nextep Funding, LLC between February 26, 2016 and January 9, 2019, you will receive a cash payment as explained in Section No. 5 below.
EXCLUDE YOURSELF	You will receive no benefits, but you will not be giving up your legal claims against Nextep Funding, 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. What is this lawsuit about?

LuAnn Danger (the "Class Representative") filed a class action lawsuit alleging that the defendant, Nextep Holdings, LLC f/k/a Nextep Funding, LLC ("Defendant"), violated the Consumer Leasing Act ("CLA"), Truth in Lending Act ("TILA"), and Minnesota usury law by (1) offering Consumer Pet Lease Agreements with inadequate disclosures concerning the payments owed under the agreements, and (2) charging finance fees in excess of those allowed under Minnesota law. Defendant denies that its conduct violated the law, affirmatively states that its consumer leases are, and have been lawful, and has asserted defenses to the Class Representative's claims. The Court did not decide who is right or who is wrong. The parties have agreed to a settlement.

2. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, LuAnn Danger) sue on behalf of a group of people (or a “Class”) who have similar claims.

3. Why is there a settlement?

In light of the substantial benefits provided to class members, and in order to avoid the cost, risk, and delay of litigation, and uncertainty of trial, the parties agreed to settle. The Class Representative and class counsel believe the settlement is fair, reasonable, and adequate.

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

The Court has decided that everyone falling under the following definition is a member of the Minnesota Class:

All persons (a) with an address in Minnesota (b) who signed a Consumer Pet Lease Agreement with Nextep Holdings, LLC f/k/a Nextep Funding, LLC (c) between February 26, 2016 and January 9, 2019.

YOUR BENEFITS UNDER THE SETTLEMENT

5. What can I get from the settlement?

Every Minnesota Class member who does not exclude himself or herself will receive a cash payment of at least approximately \$475, though the amount of that payment will depend on whether any Minnesota Class members exclude themselves, as well as the costs and expenses associated with distributing class notice and administrating the settlement. Minnesota Class members will receive equal shares of a dedicated settlement fund in the amount of \$13,700.

If every Minnesota Class Member remains in the settlement, after accounting for related notice and administration expenses, each Minnesota Class member will receive a cash payment of approximately \$475 from the settlement fund. In addition, Defendant no longer uses the Consumer Pet Lease Agreement at issue in this case.

The settlement does not affect any monies you owe to Defendant under your lease agreement, if any.

6. When will I receive these benefits?

If you do not exclude yourself, and if the settlement is approved by the Court, you will receive these benefits approximately 60 days after the settlement has been finally approved.

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

Nothing. Unless you take steps to exclude yourself from the settlement, you will receive these benefits approximately 60 days after the settlement has been finally approved.

8. 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.

9. How much will the Class Representative receive?

For her service to the Class, the Class Representative will receive a payment of \$3,000 separate and apart from the settlement fund, subject to the Court's approval. The Class Representative also will receive her equal portion of the settlement fund after deducting the expenses described above.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to receive the benefits of this 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."

10. 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 *LuAnn Danger v. Nextep Funding, LLC*, Case No. 0:18-cv-00567-SRN-LIB. 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.

11. 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

12. 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]**.

13. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees and reimbursement of costs and litigation expenses of up to \$199,800 in total. You will *not* be charged by these lawyers; they will receive a payment from the Defendant in an amount of \$199,800, or less, if that amount is approved by the Court. Any monies awarded to Class Counsel will be paid by Defendant separate and apart from the class 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

14. Is this a fair settlement?

The CLA and TILA are federal statutes that provide 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 twice the amount of any finance charge in connection with the disputed transaction, or, for a lease, 25% of the total amount of monthly payments owed under the lease, not to exceed \$2,000.

In a class action, the maximum possible recovery is (i) any actual damages suffered by the class members, plus (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 after considering certain prescribed factors. In either an individual or a class action, the person bringing the suit can also recover attorneys' fees and the costs and expenses of prosecuting the suit, if it is successful.

Minnesota usury law states that lenders may not charge interest exceeding 8% per year, subject to certain exceptions. Borrowers charged excessive interest may recover damages tied to the total amount of interest paid to the lender. Here, the parties disagree on whether Defendant charged interest at all.

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

15. 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. Defendant affirmatively states that its consumer lease agreements have been, and continue to be valid, enforceable, and fully compliant with the applicable law.

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

Class Counsel:
Jesse S. Johnson
Greenwald Davidson Radbil PLLC
7601 N. Federal Hwy., Suite A-230
Boca Raton, FL 33487

Counsel for Defendant:
Bruce N. Menkes and/or George Desh
Mandell Menkes LLC
One North Franklin Street, Suite 3600
Chicago, Illinois 60606

Clerk of Court
U.S. District Court for the District of Minnesota
316 North Robert Street, Suite 100
St. Paul, MN 55101

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.

17. 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 Minnesota, 316 North Robert Street, St. Paul, Minnesota 55101**. 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

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