

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

KAYLA HERNANDEZ, on behalf of herself
and others similarly situated,

Plaintiff,

v.

STATE ROAD AUTO SALES, INC.,

Defendant.

Civil Action No. 1:19-cv-11525-NMG

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

Pursuant to 28 U.S.C. § 1746, I hereby declare as follows:

1. My name is Jesse S. Johnson.
2. I am over twenty-one years of age, and I 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 Kayla Hernandez ("Plaintiff") and the proposed settlement class 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, including those brought under the Consumer Leasing Act ("CLA").
7. GDR has been appointed class counsel in numerous class actions throughout the country, including those brought under such consumer protection statutes as the CLA, the Fair

Debt Collection Practices Act (“FDCPA”), and the Telephone Consumer Protection Act (“TCPA”). *See, e.g., Riddle v. Atkins & Ogle Law Offices, LC*, No. 19-249, ECF No. 16 (S.D. W. Va. Feb. 26, 2020); *Taylor v. TimePayment Corp.*, No. 18-378, ECF No. 60 (E.D. Va. Oct. 29, 2019); *Aikens v. Malcolm Cisneros, A Law Corp.*, No. 17-2462, 2019 WL 3491928 (C.D. Cal. July 31, 2019); *Sheean v. Convergent Outsourcing, Inc.*, No. 18-11532, ECF No. 59 (E.D. Mich. July 8, 2019); *Hoffman v. Law Office of Fradkin & Weber, P.A.*, No. 19-163, 2019 WL 2723581 (D. Md. July 1, 2019); *Williams v. Bluestem Brands, Inc.*, No. 17-1971, 2019 WL 1450090 (M.D. Fla. Apr. 2, 2019); *Spencer v. #1 A LifeSafer of Ariz., LLC*, No. 18-2225, 2019 WL 1034451 (D. Ariz. Mar. 4, 2019); *Knapper v. Cox Commc’ns, Inc.*, 329 F.R.D. 238 (D. Ariz. 2019); *Dickens v. GC Servs. Ltd. P’ship*, No. 16-803, 2018 WL 4732478 (M.D. Fla. Oct. 2, 2018); *Smith v. Cohn, Goldberg & Deutsch, LLC*, No. 17-2291, ECF No. 33 (D. Md. July 19, 2018); *Reyes v. BCA Fin. Servs., Inc.*, No. 16-24077, 2018 WL 3145807 (S.D. Fla. June 26, 2018); *Beck v. Thomason Law Firm, LLC*, No. 16-570, 2017 WL 3267751 (D.N.M. July 27, 2017); *Johnson v. Navient Solutions, Inc.*, No. 15-716 (S.D. Ind. July 13, 2017); *Toure v. Navient Solutions, Inc.*, No. 17-71 (S.D. Ind. July 13, 2017); *James v. JPMorgan Chase Bank, N.A.*, No. 15-2424, 2017 WL 2472499 (M.D. Fla. June 5, 2017); *Johnston v. Kass Shuler, P.A.*, No. 16-3390, 2017 WL 1231070 (M.D. Fla. Mar. 29, 2017); *Ryan v. DeVille Asset Mgmt., Ltd.*, No. 15-1067, 2016 WL 7165751 (D. Or. Dec. 7, 2016); *Jallo v. Resurgent Capital Servs., L.P.*, No. 14-449, 2016 WL 6610322 (E.D. Tex. Nov. 8, 2016); *Rhodes v. Nat’l Collection Sys., Inc.*, 317 F.R.D. 579 (D. Colo. 2016); *Gonzalez v. Germaine Law Office PLC*, No. 15-1427, 2016 WL 5844605 (D. Ariz. Oct. 3, 2016); *McCurdy v. Prof’l Credit Serv.*, No. 15-1498, 2016 WL 5853721 (D. Or. Oct. 3, 2016); *Marcoux v. Susan J. Szwed, P.A.*, No. 15-93, 2016 WL 5720713 (D. Me. Oct. 3, 2016); *Cobb v. Edward F. Bukaty, III, PLC*, No. 15-335, 2016 WL 4925165

(M.D. La. Sept. 14, 2016); *Cross v. Wells Fargo Bank, N.A.*, No. 15-1270, 2016 WL 5109533 (N.D. Ga. Sept. 13, 2016); *Schell v. Frederick J. Hanna & Assocs., P.C.*, No. 15-418, 2016 WL 3654472 (S.D. Ohio July 8, 2016); *Chamberlin v. Mullooly, Jeffrey, Rooney & Flynn, LLP*, No. 15-2361, ECF No. 44 (D.N.J. June 2, 2016); *Schuchardt v. Law Office of Rory W. Clark*, 314 F.R.D. 673 (N.D. Cal. 2016); *Durham v. Schlee & Stillman, LLC*, No. 15-1652, ECF No. 16 (D. Md. May 31, 2016); *Whitford v. Weber & Olcese, P.L.C.*, No. 15-400, 2016 WL 122393 (W.D. Mich. Jan. 11, 2016); *Garza v. Mitchell Rubenstein & Assocs., P.C.*, No. 15-1572, 2015 WL 9594286 (D. Md. Dec. 28, 2015); *Baldwin v. Glasser & Glasser, P.L.C.*, No. 15-490, 2015 WL 77669207 (E.D. Va. Dec. 1, 2015); *McWilliams v. Advanced Recovery Sys., Inc.*, 310 F.R.D. 337 (S.D. Miss. 2015); *Rhodes v. Olson Assocs., P.C. d/b/a Olson Shaner*, 83 F. Supp. 3d 1096 (D. Colo. 2015); *Roundtree v. Bush Ross, P.A.*, 304 F.R.D 644 (M.D. Fla. 2015).

8. Over the past five years, GDR has been appointed class counsel in class actions that recovered a total of more than \$100 million for consumers nationwide.

9. During this time, multiple district courts have commented on GDR's useful knowledge and experience in connection with class action litigation.

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

I cannot reiterate enough how impressed I am with both your handling of the case, both in the Court's presence as well as on the phone conferences, as well as in the written materials submitted. . . . I am very satisfied and I am very pleased with what I have seen in this case. As a judge, I don't get 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).

11. In *Ritchie v. Van Ru Credit Corp.*, Judge Stephen McNamee, Senior U.S. District Court Judge for the District of Arizona, stated upon granting final approval:

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

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

12. And in *McWilliams v. Advanced Recovery Sys., Inc.*, Judge Carlton W. Reeves of the Southern District of Mississippi described GDR as follows:

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

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

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

14. GDR has protected, and will continue to vigorously protect, the interests of all members of the proposed settlement class.

15. GDR has advanced all costs necessary to successfully prosecute this action to date, and it will continue to do so as this case proceeds through preliminary and final approval.

16. I submit this declaration in support of Plaintiff's unopposed motion for preliminary approval of the parties' class action settlement.

17. This settlement I firmly believe is fair, reasonable, and adequate, and in the best interests of all members of the settlement class.

18. State Road Auto Sales, Inc. ("Defendant") will create a class settlement fund of \$18,000 for the benefit of 940 potential class members, allowing for likely individual cash payments of between \$95 and \$190 per participating class member, based on historical claims

rates in actions like this.

19. The parties have agreed that any unclaimed settlement funds ultimately will be directed to Greater Boston Legal Services as a *cy pres* award recipient—not revert to Defendant.

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

21. Defendant also separately will pay \$2,000 to Plaintiff in recognition of her service to the class members, subject to the Court's approval.

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

23. Of note, neither Plaintiff's incentive award nor the attorneys' fees, costs, and expenses awarded to Plaintiff's counsel will dilute the class members' recoveries here, as those awards are paid separate and apart from the \$18,000 class settlement fund.

24. Given the strengths and weaknesses of Plaintiff's claims, including the cap on statutory damages imposed by the CLA (which limits a defendant's exposure to the lesser of 1% of its net worth, or \$1 million), I believe that the \$18,000 settlement fund is an excellent result for class members here.

25. What's more, Defendant also has agreed to change its form motor vehicle lease agreement to address Plaintiff's concerns—a benefit to any consumer who does business with Defendant in the future.

26. Attached as Exhibit 1 is a true and correct copy of the parties' class action settlement agreement and its related exhibits: (i) the proposed Order of Preliminary Approval (Exhibit A); (ii) the proposed Final Order and Judgment (Exhibit B); (iii) the proposed direct

mail notice with detachable claim form (Exhibit C); and (iv) the proposed long-form notice to be posted to GDR's website (Exhibit D).

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

Executed on March 26, 2020.

By: /s/ Jesse S. Johnson
Jesse S. Johnson

Exhibit 1

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

KAYLA HERNANDEZ, on behalf of herself
and others similarly situated,

Plaintiff,

v.

STATE ROAD AUTO SALES, INC.,

Defendant.

Civil Action No. 1:19-cv-11525-NMG

CLASS ACTION SETTLEMENT AGREEMENT

This class action settlement agreement (“Agreement”) is entered into between Kayla Hernandez, individually and on behalf of the “Class Members” (as defined below), and State Road Auto Sales, Inc. This Agreement is intended by Defendant and Plaintiff, on behalf of herself and the Class Members, to fully, finally, and forever resolve, discharge, and settle “Plaintiff’s Released Claims” and the “Released Class Claims” (as defined below), upon and subject to the terms and conditions contained herein.

RECITALS

WHEREAS, on July 11, 2019, Plaintiff filed a class action complaint (the “Lawsuit”) against Defendant in the United States District Court for the District of Massachusetts, Case No. 1:19-cv-11525-NMG, 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 Closed End Motor Vehicle Lease agreements with consumers;

WHEREAS, Defendant expressly denies any liability whatsoever to Plaintiff or the Class Members, and denies that they are entitled to relief or that it violated the CLA;

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

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, the Parties recognize and acknowledge the benefits of settling this case in order to avoid the additional costs, risks, and delays of continued litigation and, without admitting liability, have agreed to enter into this Agreement to avoid further risk, expense, inconvenience and the distraction of burdensome and protracted litigation and to be completely free of any further controversy with respect to the claims settled in the Lawsuit;

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 Parties conducted informal and written discovery concerning Defendant's leasing practices, information concerning the claims and defenses the CLA claims at issue, the class size, 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 ¶ 9 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. “Class Members” means any person who meets the following definition:

All persons (a) with an address in the United States (b) who signed a Closed End Motor Vehicle Lease with State Road Auto Sales, Inc. (c) between August 1, 2017 and March 31, 2019 (d) for a vehicle for personal, family, or household use.

Defendant represents that there are 940 potential Class Members, including Plaintiff.

D. “Class Representative” means Kayla Hernandez, contingent upon her appointment by the Court.

E. “Court” means the United States District Court for District of Massachusetts.

F. “Defendant” or “State Road” means State Road Auto Sales, Inc.

G. “Defendant’s Counsel” means Coastal Legal Affiliates, P.C. and specifically Patrick T. Matthews.

H. “Parties” means Kayla Hernandez, State Road Auto Sales, Inc., and the Class Members, collectively.

I. “Plaintiff” means Kayla Hernandez.

J. “Released Class Claims” means all claims for violations of 15 U.S.C. § 1667a, including but not limited to subsection a(9), and 12 C.F.R. pts. 1013.4(c) and 1013.4(e), arising out of Closed End Motor Vehicle Lease agreements between Defendant and Class Members signed between August 1, 2017 and March 31, 2019.

K. “Plaintiff’s Released Claims” means any and all causes of action, suits, debts, dues, damages, including compensatory and punitive damages, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, claims and demands of whatsoever kind or nature, in law or in equity, whether asserted or unasserted, actual or contingent, anticipated or unanticipated, known or unknown, which Plaintiff ever had or now has, from the beginning of time through the Effective Date, against Defendant related to the Closed End Motor Vehicle Lease she signed with Defendant on November 14, 2018.

L. “Released Parties” means State Road Auto Sales, Inc. and each of its past, present, and future directors, officers, employees, partners, principals, members, managers, and shareholders.

M. “Settlement” means the settlement described in this Agreement.

N. “Settlement Fund” means the amount set forth in ¶ 9(A) below.

2. CLASS CERTIFICATION – Plaintiff will seek, and Defendant will not oppose, approval of the settlement on behalf of the class defined above in ¶ 1(C).

3. CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT – The Parties agree that Plaintiff Kayla Hernandez should be appointed as the Class Representative for the Class

Members, and that James L. Davidson and Jesse S. Johnson 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 separate and apart from the Settlement Fund (defined below) and any other payments to Plaintiff or Class Counsel. The Class Administrator will be responsible for mailing the approved direct mail notices and settlement checks to the Class Members.

The Parties will provide notice of the settlement to the Class Members as follows:

A. Direct Mail Notice – 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 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 Class Members to the Class Administrator, in a Microsoft Excel spreadsheet or some other editable format, within five days of the filing of Plaintiff's unopposed motion for preliminary approval of class action settlement. The direct mail notices will include a detachable claim form to be returned to the Class Administrator to indicate the Class Member's desire to take part in the Settlement Fund (defined below).

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. If any notice is returned undeliverable without a new address, the Class Administrator will run a skip trace to attempt to locate an updated address and will re-mail the notice to the new address if a new address can be located.

The direct mail notice to the Class Members will be in substantially the same form attached as **Exhibit C**, subject to the Court's approval of the notice.

B. Long-Form Notice Posted on Class Counsel's Website – 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 D**, subject to the court's approval. Class counsel will maintain the long-form notice, 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.

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

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

A. Any Class Member who desires to receive his or her pro-rata portion of the Class Settlement Fund (defined below) must submit, pursuant to and in the form attached as Exhibit C, a timely and valid claim 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. Such Class Members must confirm that they signed a motor vehicle lease with Defendant during the applicable time period, and that their motor vehicle lease with Defendant concerned a vehicle used primarily for personal, family, or household (rather than commercial or business) purposes.

B. Any Class Member who desires to be excluded from the 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.

C. 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.

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

E. 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.

F. 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.

G. 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.

H. 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 the class.

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

J. 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.

8. RELEASES – As of the Effective Date, the Class Members who did not timely exclude themselves fully, finally, and forever settle, release, and discharge the Released Parties from the Released Class Claims, and are forever barred from asserting any of the Released Class Claims in any court against any of the Released Parties. Further, as of the Effective Date, Plaintiff fully, finally, and forever settles, releases, and discharges the Released Parties from Plaintiff's Released Claims, and is forever barred from asserting any of Plaintiff's Released Claims in any court against any of the Released Parties.

Additionally, Plaintiff confirms that she is no longer pursuing, and will not pursue at a later date, the consumer complaint she filed with the Commonwealth of Massachusetts Office of the Attorney General regarding State Road, which complaint has been deemed “closed” by that office by letter dated November 13, 2019. Plaintiff further confirms that she will not pursue any other consumer complaints with the Office of the Attorney General against State Road regarding the Closed End Motor Vehicle Lease that is the subject of this Lawsuit.

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

A. Settlement Fund – Defendant, in consultation with the Class Administrator, will cause to be established an \$18,000 non-reversionary settlement fund (“Settlement Fund”), within seven days after the Final Order Day. The \$18,000 Settlement Fund is contingent on there being no more than 940 Class Members, including Plaintiff. Should Defendant discover additional Class Members, the Settlement Fund will be increased by \$19.15 per additional Class Member.

Each Class Member who timely submits a valid claim form via U.S. Mail will receive a pro-rata portion of the Settlement Fund, to be calculated based on the number of Class Members who submit such timely, valid claims.

Within 21 days after the Final Order Day, the Class Administrator will send via U.S. mail a settlement check to each Class Member who participates in the settlement. 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 Settlement Fund after the void date (from uncashed checks or otherwise), such residual funds will be paid to Greater Boston Legal Services as a *cypres* recipient.

B. Payment to Plaintiff – In addition to her pro-rata share of the Settlement Fund, and subject to the court's approval, within seven days after the Final Order Day, Defendant will pay \$2,000 to Plaintiff, separate and apart from the Settlement Fund, in recognition of her service to the Class Members.

Additionally, though Plaintiff disputes the nature and amount of any monies alleged to be still owing under her Closed End Motor Vehicle Lease agreement with Defendant, Defendant agrees to waive any payments remaining under the lease agreement, accept Plaintiff's return of the motor vehicle subject to the lease agreement (the "Vehicle"), and reduce Plaintiff's account balance to zero upon her return of the Vehicle. Plaintiff will return the Vehicle to Defendant, at

Defendant's place of business in Westport, Massachusetts, within five business days of this Agreement being fully executed by all parties.

To the extent Defendant has reported Plaintiff's Closed End Motor Vehicle Lease account to any major credit reporting agency, Defendant will, within 30 days after the Final Order Day, notify such agency that all entries on Plaintiff's credit report related to Plaintiff's Closed End Motor Vehicle Lease account should be reported as paid in full.

C. Change in Defendant's Conduct – Defendant affirms that, as of the date of this Agreement, and while denying any past wrongdoing, it no longer uses the same version of the Closed End Motor Vehicle Lease agreement signed by Plaintiff.

D. Attorneys' Fees, Costs, and Expenses of Class Counsel – For the limited purposes of this settlement, 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. Defendant will not challenge any requested attorneys' fees that do not exceed \$37,000, and Plaintiff will not seek more than \$57,000 for attorneys' fees. As part of that motion, Plaintiff will also seek all reimbursable costs and expenses as allowed by law. Any amount awarded to Plaintiff for attorneys' fees, costs, and expenses will be paid by Defendant separate and apart from the Settlement Fund, costs of class notice and settlement administration, and any payment to Plaintiff.

Defendant will forward to Class Counsel payment for the attorneys' fees, costs, and expenses awarded by the Court no later than seven days after the Court's order approving such attorneys' fees, costs, and expenses becomes final. Upon payment of the awarded 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.

E. Settlement Administration – Separate from the Settlement Fund, any payment to Plaintiff, and the Attorneys’ Fees, Costs, and Expenses of Class Counsel, Defendant will be responsible for paying all costs of class notice and administration of the settlement by the Class Administrator, payable at such time as such costs become due to the Class Administrator.

10. 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 Class Claims or Plaintiff’s Released Claims.

11. 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 refusal to approve the settlement following notice to the Class Members and the final fairness hearing; or
- C. The Court approves 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, except that the return of Plaintiff’s Vehicle and waiver of all amounts owing under Plaintiff’s lease agreement with Defendant, as provided above in ¶ 9(B), will remain in effect.

The settlement here is not conditioned on the allowance or disallowance by the Court of any applications by Plaintiff or Class Counsel for an incentive award or an award of attorneys’ fees, costs, and expenses. The fee and expense request and the incentive award will be considered

by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement set forth herein. Any order regarding an application for an incentive award or attorneys' fees, costs, and expenses will not operate to terminate or cancel this settlement or affect the finality of the settlement of this matter.

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

13. 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.

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

15. 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.

16. This Agreement is to be interpreted in accordance with Massachusetts law.

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

18. The Parties agree that the United States District Court for the District of Massachusetts 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.

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

20. 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.

21. 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.

22. 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 Parties and together constitutes one and the same instrument.

23. 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.

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

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:

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

If to Defendant:

Patrick T. Matthews

Coastal Legal Affiliates, P.C.
251 Bank Street
Fall River, Massachusetts 02720

[SIGNATURES ON FOLLOWING PAGE]

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


Kayla Hernandez (Mar 19, 2020)

Kayla Hernandez

Dated: March ²¹⁹⁰³____, 2020


Jesse Johnson (Mar 18, 2020)

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

Dated: March 18, 2020

Class Counsel

For State Road Auto Sales, Inc.

Dated: March ____, 2020

Patrick T. Matthews
Coastal Legal Affiliates, P.C.
251 Bank Street
Fall River, Massachusetts 02720

Dated: March ____, 2020

Counsel for Defendant

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

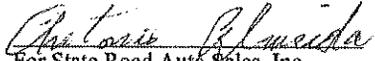
Kayla Hernandez

Dated: March ____, 2020

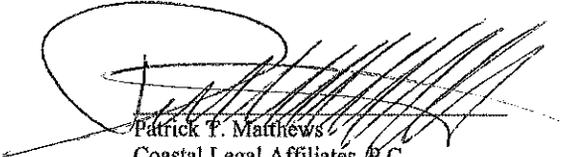
Jesse S. Johnson
Greenwald Davidson Radbil PLLC
7601 N. Federal Hwy., Suite A-230
Boca Raton, FL 33487

Dated: March ____, 2020

Class Counsel


For State Road Auto Sales, Inc.

Dated: March 18, 2020


Patrick F. Matthews
Coastal Legal Affiliates, P.C.
251 Bank Street
Fall River, Massachusetts 02720

Dated: March 18, 2020

Counsel for Defendant

Exhibit A

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

KAYLA HERNANDEZ, on behalf of herself
and others similarly situated,

Plaintiff,

v.

STATE ROAD AUTO SALES, INC.,

Defendant.

Civil Action No. 1:19-cv-11525-NMG

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

WHEREAS, this Court has been advised that the parties to this action, Kayla Hernandez (“Plaintiff” or “Class Representative”), and State Road Auto Sales, Inc. (“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 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, First Class, Inc.—the designated Class Administrator—will cause to be served, on behalf of Defendant, written notice of the proposed class settlement on the United States Attorney General and the Attorney General of every state where any potential Class Member resides.

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 class of plaintiffs (“Class Members”) with respect to the claims asserted in the Lawsuit:

All persons (a) with an address in the United States (b) who signed a Closed End Motor Vehicle Lease with State Road Auto Sales, Inc. (c) between August 1, 2017 and March 31, 2019 (d) for a vehicle for personal, family, or household use.

Defendant represents that there are 940 potential Class Members, including Plaintiff.

Pursuant to Rule 23, the Court appoints Kayla Hernandez as the Class Representative. The Court also appoints James L. Davidson and Jesse S. Johnson of Greenwald Davidson Radbil PLLC as Class Counsel. *See Taylor v. TimePayment Corp.*, No. 18-378, ECF No. 60 (E.D. Va. Oct. 29, 2019) (appointing Greenwald Davidson Radbil PLLC (“GDR”) class counsel in action under the Consumer Leasing Act (“CLA”), Truth in Lending Act, and Virginia usury law); *Spencer v. #1 A LifeSafer of Ariz., LLC*, No. 18-2225, 2019 WL 1034451 (D. Ariz. Mar. 4, 2019) (appointing GDR class counsel in CLA litigation); *Sheean v. Convergent Outsourcing, Inc.*, No. 18-11532, ECF No. 59 (E.D. Mich. July 8, 2019) (appointing GDR class counsel for classes under the Telephone Consumer Protection Act (“TCPA”) and Fair Debt Collection Practices Act); *Knapper v. Cox Commc’ns, Inc.*, 329 F.R.D. 238 (D. Ariz. 2019) (appointing GDR class counsel in TCPA action).

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. The 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.

Bussie v. Allmerica Fin. Corp., 50 F. Supp. 2d 59, 69-72 (D. Mass. 1999) (Gorton, J.) (confirming certification of settlement class in connection with final approval of 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 risk, complexity, expense, and delay associated with continued litigation; (ii) the benefits obtained for Class Members in comparison with the likely results at trial; (iii) the stage of the litigation and discovery completed in advance of settlement negotiations; and (iv) the quality of counsel who conducted those negotiations and litigation to date, who are highly experienced in this area of class action litigation. *See In re Celexa & Lexapro Mktg. & Sales Practices Litig.*, No. 09-2067, 2014 WL 4446464, at *5 (D. Mass. Sept. 8, 2014) (Gorton, J.).

The Court finds that the proposed class representative, Kayla Hernandez, is acceptable and appoints her for the purpose of entering into and implementing the Settlement.

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 separately from all other payments to Class Members, the Class Representative, or Class Counsel. Upon the recommendation of the parties, this Court hereby appoints the following class administrator: First Class, Inc. *See Hoffman v. Law Office of Fradkin & Weber, P.A.*, No. 19-163, 2019 WL 2723581, at *2 (D. Md. July 1, 2019) (appointing First Class, Inc. to administer class settlement); *Veness v. Heywood, Cari & Anderson, S.C.*, No. 17-338, 2017 WL 6759382, at *5 (W.D. Wisc. Dec. 29, 2017) (same); *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 Notice, attached to the Settlement Agreement as Exhibit C, as well as the Long-Form Notice, attached to the Settlement Agreement as Exhibit D, to be posted on Class Counsel's website. 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 notices are clearly designed to advise the Class Members of their rights. In accordance with the Settlement Agreement, the class administrator will mail the Direct Mail Notice 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.

Any Class Member who wishes to receive a pro-rata portion of the 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.**

Any Class Member who desires to be excluded from the 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 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, Patrick T. Matthews, Coastal Legal Affiliates, P.C., 251 Bank Street, Fall River, Massachusetts 02720.

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 or it must comply with all applicable laws and rules for filing pleadings and documents in the U.S. District Court for the District of Massachusetts;

(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, the class administrator will mail a settlement check to each Class Member who submits a valid, timely claim form. Each participating Class Member will receive a pro-rata portion of the \$18,000 Settlement Fund.

The Court will conduct a hearing on _____, **2020** at the United States District Court for the District of Massachusetts, 1 Courthouse Way, Boston, Massachusetts 02210, 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.

Plaintiff's petition for an award of attorneys' fees and reimbursement of costs and expenses for Class Counsel must be filed with the Court within 45 days after the Court's entry of this order, *i.e.*, **no later than** _____, **2020**. 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, including to Plaintiff's petition for attorneys' fees, costs, and expenses, 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, including in support of Plaintiff's petition for attorneys' fees, costs, and expenses, must be filed with the Court no later than seven 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 amendment 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 Plaintiff's Petition for Attorneys' Fees, Costs, and Expenses (45 days after Preliminary Approval Order entered)
_____	Deadline to Submit Claim Form, Send Exclusion, or File Objection (60 days after entry of Preliminary Approval Order)
_____	Filing of Motion for Final Approval and Responses to Any Objections (28 days before Final Fairness Hearing)
_____	Oppositions, if any, to Final Approval or to Plaintiff's Petition for Attorneys' Fees, Costs, and Expenses (14 days before Final Fairness)

Hearing)

_____ Replies in support of Final Approval and Plaintiff's Petition for Attorneys'
Fees, Costs, and Expenses (7 days before Final Fairness Hearing)

_____ Final Fairness Hearing Held

IT IS SO ORDERED.

Dated:

The Honorable Nathaniel M. Gorton
United States District Judge

Exhibit B

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

KAYLA HERNANDEZ, on behalf of herself
and others similarly situated,

Plaintiff,

v.

STATE ROAD AUTO SALES, INC.,

Defendant.

Civil Action No. 1:19-cv-11525-NMG

**[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT AND APPROVING
INCENTIVE AWARD AND AWARD OF ATTORNEYS' FEES, COSTS, AND
EXPENSES**

On _____, 2020, Kayla Hernandez (“Plaintiff”) filed her unopposed motion to preliminarily approve the parties’ proposed class settlement.

On _____, 2020, State Road Auto Sales, Inc. (“Defendant”) 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, certified the settlement class, and directed class notice as approved in its order of the same date.

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

On _____, 2020, Plaintiff filed her motion for an award of attorneys’ fees, costs, and expenses for her counsel.

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 certification the following class, for settlement purposes, under Rule 23(b)(3) of the Federal Rules of Civil Procedure:

All persons (a) with an address in the United States (b) who signed a Closed End Motor Vehicle Lease with State Road Auto Sales, Inc. (c) between August 1, 2017 and March 31, 2019 (d) for a vehicle for personal, family, or household use.

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.

Bussie v. Allmerica Fin. Corp., 50 F. Supp. 2d 59, 69-72 (D. Mass. 1999) (Gorton, J.) (confirming certification of settlement class in connection with final approval of class action settlement).

This Court also confirms its appointment of Kayla Hernandez as class representative for the class, 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 Taylor v. TimePayment Corp., No. 18-378, ECF No. 60 (E.D. Va. Oct. 29, 2019) (appointing Greenwald Davidson Radbil PLLC class counsel in action under the Consumer Leasing Act (“CLA”), Truth in Lending Act, and Virginia usury law); *Spencer v. #1 A LifeSafer of Ariz., LLC*, No. 18-2225, 2019 WL 1034451 (D. Ariz. Mar. 4, 2019) (same in CLA litigation); *Sheean v. Convergent Outsourcing, Inc.*, No. 18-11532, ECF No. 59 (E.D. Mich. July 8, 2019) (same for classes under the Telephone Consumer Protection Act (“TCPA”) and Fair Debt Collection Practices Act); *Knapper v. Cox Commc’ns, Inc.*, 329 F.R.D. 238 (D. Ariz. 2019) (same in TCPA action).

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

1. Defendant will create a settlement fund for all Class Members in the amount of \$18,000, which will be distributed on a pro-rata basis to each of the [#] Class Members who submitted a valid, timely claim form.
2. In addition to her pro-rata shares of the class settlement fund, Plaintiff separately will be paid \$2,000 by Defendant, in recognition of her service to all Class Members.
3. Defendant will no longer use the version of Closed End Motor Vehicle Lease agreement that Plaintiff signed, and which gave rise to this litigation.

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 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 finds the Agreement was arrived at as a result of arms-length negotiations conducted in good faith by counsel for the parties and is supported by the Class Representative.

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 in light of the complexity, expense, and anticipated duration of litigation, and the risks involved in establishing liability and damages, and in maintaining the class action through trial and appeal.

This Court finds that the Class Members were given a fair and reasonable opportunity to object to the settlement. [#] Class Member(s) objected to the settlement. The [#] Class Members who made valid and timely requests for exclusion are excluded from the class and 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, and more specifically, all class members other than those who excluded themselves shall be bound by all the terms, conditions, and obligations of the Agreement and all determinations and judgments in the action concerning the Settlement.

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

This Court hereby approves the releases set forth in the Agreement. As agreed by the parties in the Agreement and by virtue of this Order, upon the Effective Date, all of the Released Parties shall be released by Plaintiff and the Class Members, from all released claims, as those terms are defined in the Agreement.

This Court additionally approves an incentive award for Plaintiff in the amount of \$2,000, to be paid separately from the class settlement fund, in recognition of her service to the Class Members and for her efforts in obtaining the relief afforded by this settlement. *Accord Bussie v. Allmerica Fin. Corp.*, No. 97-40204, 1999 WL 342042, at *4 (D. Mass. May 19, 1999) (Gorton, J.) (approving \$5,000 incentive awards).

This Court awards a total of \$_____ for class counsel's attorneys' fees and \$_____ in reimbursement of costs and litigation expenses counsel incurred, all of which the Court finds is fair and reasonable given class counsel's 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.

Nothing in this Order shall be construed as a finding of any issue on the merits of any claim or defense, nor of the propriety of certification of a litigation class. The claims are dismissed with prejudice as to all other issues and as to all parties.

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

IT IS SO ORDERED.

Dated:

The Honorable Nathaniel M. Gorton
United States District Judge

Exhibit C

What is this lawsuit about? Kayla Hernandez (“Class Representative”) sued State Road Auto Sales, Inc. (“Defendant”) alleging that the company offered Closed End Motor Vehicle Leases to consumers that contained improper disclosures under the Consumer Leasing Act regarding the payments and charges owed under those agreements. Defendant denies the allegations and denies that it violated the law. The Court did not decide who is right and who is wrong. The parties have agreed to a class 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 Closed End Motor Vehicle Lease with State Road Auto Sales, Inc. (c) between August 1, 2017 and March 31, 2019 (d) for a vehicle for personal, family, or household use (the “Class”). If you are in the class, this settlement affects you.

What does the settlement provide? Defendant will establish a settlement fund of \$18,000 for the benefit of the Class and will no longer use the form Closed End Motor Vehicle Lease at issue in this case. Class members who submit timely, valid claims will receive an equal share of the settlement fund, estimated to be between \$95 and \$190, depending on the number of class members who timely participate. Also, separate from the fund, Defendant will pay, subject to approval by the Court, all costs of settlement administration; \$2,000 to the Class Representative for her service to the Class; and reasonable attorneys’ fees, costs, and litigation expenses to Class Counsel of up to \$60,000 in total. Please note that this settlement does not affect the validity of your Closed End Motor Vehicle Lease agreement with Defendant, so you are still responsible for any remaining payment obligations under your lease agreement.

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, if you are a member of the Class, you will receive an equal share of the settlement fund. 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/StateRoad, 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 Massachusetts, 1 Courthouse Way, Boston, Massachusetts 02210. 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 its decision, or continue the hearing. You do not have to attend this 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:

Hernandez v. State Road Auto Sales, Inc., 1:19-cv-11525 (D. Mass.)

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

Hernandez v. State Road Auto Sales, Inc.

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 Massachusetts

Hernandez v. State Road Auto Sales, Inc.,
No. 1:19-cv-11525-NMG

CLAIM FORM

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

Name/Address Changes:

I am a person who signed a motor vehicle lease with State Road Auto Sales, Inc. (1) between August 1, 2017 and March 31, 2019, (2) for a vehicle used primarily for family, personal, or household purposes. I wish to participate in this settlement.

Bottom Inside

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 Outside

Please Affix
Postage Here

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

Hernandez v. State Road Auto Sales, Inc.

Exhibit D

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

You may benefit from this class action settlement.

You are not being sued.

If you signed a Closed End Motor Vehicle Lease with State Road Auto Sales, Inc. between August 1, 2017 and March 31, 2019, you may benefit from the settlement of this lawsuit.

*This case is titled Kayla Hernandez v. State Road Auto Sales, Inc.,
Case No. 1:19-cv-11525-NMG*

*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 Closed End Motor Vehicle Lease with State Road Auto Sales, Inc. between August 1, 2017 and March 31, 2019, for a vehicle used for personal, family, or household 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 Closed End Motor Vehicle Lease with State Road Auto Sales, Inc. between August 1, 2017 and March 31, 2019, for a vehicle used for personal, family, or household purposes, but you do <i>not</i> submit a valid, timely claim form, you will receive no benefits while also giving up any legal claims you may have against State Road Auto Sales, Inc..
EXCLUDE YOURSELF	You will receive no benefits, but you will not be giving up any legal claims you may have against State Road Auto Sales, Inc.
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?

Kayla Hernandez (“Class Representative”) filed a class action lawsuit alleging that the defendant, State Road Auto Sales, Inc. (“Defendant”), violated the Consumer Leasing Act (the “CLA”) by failing to provide in her Closed End Motor Vehicle Lease agreement certain financial disclosures required by the CLA. Defendant denies that its conduct violated the statute 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, Kayla Hernandez) 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 Class consists of:

All persons (a) with an address in the United States (b) who signed a Closed End Motor Vehicle Lease with State Road Auto Sales, Inc. (c) between August 1, 2017 and March 31, 2019 (d) for a vehicle for personal, family, or household use.

YOUR BENEFITS UNDER THE SETTLEMENT

5. What can I get from the settlement?

Every 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. The total settlement fund is \$18,000, and, based on historical participation rates in this type of case, it is anticipated that participating Class Members will each receive between \$95 and \$190 depending on how many Class members submit claims.

In addition, Defendant will no longer use the form Closed End Motor Vehicle Lease agreement at issue in this case.

However, please note that this settlement does not affect the validity of your Closed End Motor Vehicle Lease agreement with Defendant, so you are still responsible for any remaining payment obligations under your lease agreement.

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. Unless you exclude yourself from the settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant regarding any of the Released Class Claims as defined in the class action settlement agreement. This means you will release Defendant, and each of its past, present, and future directors, officers, employees, partners, principals, members, managers, and shareholders, from all claims for violations of section 1667a of the CLA and 12 C.F.R. pts. 1013.4(c) and 1013.4(e), arising out of any Closed End Motor Vehicle Lease agreement between you and Defendant signed between August 1, 2017 and March 31, 2019. For more information on the release, released parties, and released claims, you may obtain a copy of the class action settlement agreement from the Clerk of the United States District Court for the District of Massachusetts or access the class action settlement agreement at www.gdrlawfirm.com/StateRoad.

9. How much will the Class Representative receive?

In addition to her equal share of the settlement fund, the Class Representative will receive a separate payment of \$2,000 from Defendant, subject to the court's approval, in recognition of her service to the Class.

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 *Kayla Hernandez v. State Road Auto Sales, Inc.*, Case No. 1:19-cv-11525-NMG. 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:

[Address]

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 of up to \$57,000 and reimbursement of costs and expenses of up to \$3,000. You will *not* be charged by these lawyers; they will receive a payment from the Defendant in the total amount of \$60,000, 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 expenses will not diminish the Class members’ recoveries.

CLASS COUNSEL’S VIEWS ABOUT THE SETTLEMENT

14. 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, 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 Defendant’s net worth, Class Counsel believes this is a fair and reasonable 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.

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 by **[DATE]**, stating that you object and the reasons why you think the Court should not approve the settlement. To be effective, a notice of intent to object to the settlement must: (a) contain a heading which includes: *Kayla Hernandez v. State Road Auto Sales, Inc.*, Case No. 1:19-cv-11525-NMG; (b) provide your the name, address, telephone number, and email address (if available); (c) be filed with the Clerk of the Court no later than **[DATE]**; (d) contain the name, address, bar number, and telephone number of your counsel, if you are represented by an attorney; (e) provide documentation establishing that you are a Class Member; and (f) contain a statement of the specific basis for each objection.

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
7601 N. Federal Hwy., Suite A-230
Boca Raton, FL 33487

Patrick T. Matthews
Coastal Legal Affiliates, P.C.
251 Bank Street
Fall River, Massachusetts 02720

Class Counsel

Counsel for Defendant

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

If you are objecting to the settlement, you may also appear at the fairness hearing (explained below).

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 Massachusetts, 1 Courthouse Way, Boston, Massachusetts 02210**. 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 Massachusetts.

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@gdrlawfirm.com or obtain information through Class Counsel's website at www.gdrlawfirm.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:

[Address]

DO NOT CONTACT THE COURT REGARDING THIS NOTICE.