

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

JOHN TAYLOR, on behalf of himself and  
others similarly situated,

Plaintiff,

v.

TIMEPAYMENT CORPORATION,

Defendant.

Civil Action No. 3:18-cv-00378-MHL

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**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 John Taylor ("Plaintiff") and the proposed classes in the above-entitled action.
5. I graduated from the University of Florida in 2005 and from the University of Florida Fredric G. Levin College of Law in 2009.
6. I have extensive experience litigating consumer protection class actions.
7. GDR has been appointed class counsel in numerous class actions in this district and throughout the country, including those brought under the Consumer Leasing Act ("CLA"), Fair

Debt Collection Practices Act (“FDCPA”), and the Telephone Consumer Protection Act (“TCPA”). *See, e.g., Sheean v. Convergent Outsourcing, Inc.*, No. 18-11532, ECF No. 59 (E.D. Mich. July 8, 2019); *Knapper v. Cox Commc’ns, Inc.*, 329 F.R.D. 238 (D. Ariz. 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); *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); *Johnson v. NPAS Solutions, LLC*, No. 17-80393, 2017 WL 6060778 (S.D. Fla. Dec. 4, 2017); *Beck v. Thomason Law Firm, LLC*, No. 16-570, 2017 WL 3267751 (D.N.M. July 27, 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); *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); *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) (Hudson, J.); *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. Multiple district courts have commented on GDR's useful knowledge and experience in connection with class action litigation. 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 of a 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).

10. 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 to a class settlement:

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).

11. 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).

12. Additional information about GDR is available at [www.gdrllawfirm.com](http://www.gdrllawfirm.com).

13. GDR has, and will continue to, vigorously protect the interests of the members of the proposed settlement classes.

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

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

16. As more specifically set forth in the parties' Class Action Settlement Agreement and Release (the "Agreement"), this settlement requires TimePayment Corp. ("Defendant") to create two separate class settlement funds: one for \$175,000 for the benefit of 35,028 class members nationwide (the "Nationwide Settlement Fund"), and another fund for \$50,000 for the benefit of 847 class members in Virginia (the "Virginia Settlement Fund").

17. In exchange, Settlement Class Members will release their claims against Defendant under the CLA, Truth in Lending Act ("TILA"), and Virginia state law related to Consumer Equipment Lease agreements that Settlement Class Members signed with Defendant during the relevant time period, or under which they had payment obligations during the relevant time period.

18. Based on historical claims rates in actions like this, the Nationwide Settlement Fund likely will allow for individual cash payments of \$15 to \$30 per participating claimant.

19. Similarly, the Virginia Settlement Fund likely will allow for individual cash payments of \$280 to \$550 per participating claimant.

20. The parties have agreed that any unclaimed settlement funds ultimately will be directed to the Central Virginia Legal Aid Society as a *cy pres* award recipient—not revert to Defendant.

21. All costs of direct mail class notice and settlement administration, upon the Court's approval of the same, will be paid from the Nationwide Settlement Fund prior to its distribution to Settlement Class Members.

22. As well, Defendant will separately pay an award of attorney's fees, costs, and litigation expenses to Plaintiff's counsel in the total amount of \$210,000, subject to this Court's approval.

23. Additionally, Defendant has consented to payment of a \$3,000 incentive award to Plaintiff in recognition of his service to the Settlement Class Members, to be paid out of the Nationwide and Virginia Settlement Funds prior to their distribution.

24. And finally, Defendant has confirmed as part of the Agreement that it no longer uses the form Consumer Equipment Lease agreement at the heart of this litigation.

25. Given the strengths and weaknesses of Plaintiff's class claims, including the cap on statutory damages imposed by the CLA and TILA—which limits a defendant's exposure for statutory damages to the lesser of 1% of its net worth or \$1,000,000, and which would have dictated a nationwide class damages cap of less than \$40,000 here—I believe that the Settlement Funds represent an excellent result for Settlement Class Members throughout the country.

26. This is particularly true considering that the Nationwide Settlement Fund provides relief of more than *four* times the applicable CLA and TILA damages cap of 1% of Defendant's

net worth, and considering that the Virginia Settlement Fund likely will provide several hundred dollars per claimant, immediately, despite significant risks in Plaintiff ultimately obtaining a Virginia law judgment on behalf of the Virginia Settlement Class Members.

27. Attached as Exhibit 1 is a true and correct copy of the parties' 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 short-form direct mail notices with detachable claim form (Exhibits C and D); and (iv) the proposed long-form class notices to be posted to GDR's website (Exhibits E and F).

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

RESPECTFULLY SUBMITTED this 23rd day of September, 2019.

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

# **Exhibit 1**

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between John Taylor (“Plaintiff” or “Class Representative”), individually and on behalf of the “Settlement Class Members” (as defined below), and TimePayment Corp. (“Defendant”), subject to preliminary and final Court approval required by Rule 23 of the Federal Rules of Civil Procedure. This Settlement Agreement is intended by Defendant and Plaintiff, on behalf of himself and the Settlement 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 June 4, 2018, Plaintiff filed a class action complaint (the “Lawsuit”) against Defendant in the United States District Court for the Eastern District of Virginia, Case No. 3:18-cv-00378-MHL, 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 Virginia law;

WHEREAS, Plaintiff alleges that Defendant violated the CLA, TILA, and Virginia law by failing to make proper disclosures in its Consumer Equipment Leases with consumers, and by effectively charging interest rates in excess of applicable state law limits;

WHEREAS, Defendant denies all material allegations in the complaint, denies that it violated the CLA, TILA, or Virginia law, denies any fault, wrongdoing, or liability whatsoever arising out of or related to its business practices, denies that the 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 equipment lease agreements are, and have been, lawful and fully compliant with applicable law;



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

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

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

WHEREAS, Defendant has decided that, in order to avoid the expense and inconvenience that further litigation would entail, it is beneficial to resolve the Lawsuit on the terms set forth in this Settlement Agreement;

WHEREAS, prior to entering into this Settlement Agreement, the Parties conducted extensive written discovery concerning Defendant's leasing practices, information concerning the claims and defenses to such claims, the class sizes, and potential class damages;

WHEREAS, prior to entering into this Settlement Agreement, the Parties engaged in extensive, arm-length settlement negotiations over a period of several months;

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

WHEREAS, the Parties and their counsel agree to recommend approval of this Settlement 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 Settlement 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 Settlement Class Members” means all persons who meet the following definition:

All persons (a) with an address in the United States (b) who signed a Consumer Equipment Lease or had a payment obligation with TimePayment Corp. thereunder (c) between June 1, 2017 and January 31, 2019, or (d) who are members of the Virginia Settlement Class.

Defendant represents that there are approximately 35,028 Nationwide Class Members.

D. “Virginia Settlement Class Members” means all persons who meet the following definition:

All persons (a) with an address in Virginia (b) who signed a Consumer Equipment Lease or had a payment obligation with TimePayment Corp. thereunder (c) between June 4, 2016 and September 13, 2019.

Defendant represents that there are approximately 847 Virginia Class Members.

E. “Released Claims” means:

(i) For the Nationwide Settlement Class, “Released Claims” means all CLA and TILA claims that arise from a Nationwide Settlement Class Member’s consumer lease agreement with Defendant and/or are related to the claims and allegations in the complaint. Released Claims does not include any claims unrelated to the consumer lease agreement between the Nationwide Settlement Class Members and Defendant.

(ii) For the Virginia Settlement Class, “Released Claims” means all CLA, TILA, and Virginia state law claims against Defendant that arise from a Virginia Settlement Class Member’s consumer lease agreement with Defendant and/or are related to the claims and allegations in the complaint. Released Claims do not include any claims unrelated to the consumer lease agreement between the Virginia Settlement Class Members and Defendant.

F. “Released Parties” means Defendant and each of its past, present, and future officers, directors, employees, agents, partners, principals, members, managers, shareholders, successors, parent companies, subsidiaries, affiliates and representatives.

G. “Settlement Class Members” or “Class Members” includes all Nationwide

Settlement Class Members and Virginia Settlement Class Members.

2. CLASS CERTIFICATION – For settlement purposes only, 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 approximately 35,028 Nationwide Settlement Class Members and approximately 847 Virginia Settlement Class Members. If the Settlement Agreement is not finally approved by the Court for any reason whatsoever, the certification of the Settlement Classes 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 Settlement Agreement may be used by Plaintiff, any person in the Settlement Classes, 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, Plaintiff shall seek, and Defendant will not oppose, appointment of Plaintiff John Taylor as the Class Representative for the Settlement Class Members, and the appointment of Jesse S. Johnson and Michael L. Greenwald of Greenwald Davidson Radbil PLLC as counsel for the Settlement Class Members (“Class Counsel”).

4. ORDER OF PRELIMINARY APPROVAL – Within 21 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 – Subject to and in accordance with the procedures approved by the Court, 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 Settlement 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 Settlement Class Members, will be paid from the Nationwide Settlement Fund (defined below). However, Defendant will pay the Class Administrator the estimated notice and administration costs following preliminary approval of the Settlement, as billed by the Class Administrator, such that class notice and administration is not delayed due to nonpayment by Defendant. Defendant will be credited for any such payment to the Class Administrator against the amount it owes toward the Nationwide Settlement Fund. The Class Administrator will be responsible for mailing the approved direct mail notices and settlement checks to the Settlement Class Members.

7. Subject to and 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 30 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 Settlement 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 within 10 days after the Court’s

entry of the Order of 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 Settlement Class Member's desire to take part in the Nationwide Settlement Fund and/or Virginia Settlement Fund (defined below), as appropriate.

Before sending the direct mail notices, the Class Administrator will confirm and, if necessary, update the addresses for the Settlement Class Members through the standard methodology it currently uses to update addresses, including attempting to identify the name and address of each Settlement 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 Settlement Class Member address list with all forwarding addresses.

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

B. Long-Form Notices 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 long-form class notices in substantially the same form attached as **Exhibit E** (as to the Nationwide Settlement Class Members) and **Exhibit F** (as to the Virginia Settlement 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 Settlement Agreement.

C. CAFA Notice – The Class Administrator shall assist Defendant in preparing and delivering the materials to be provided to the appropriate federal and state officials pursuant to 28 U.S.C. § 1715 within 10 days of the filing of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement.

D. Notice to Court -- No later than 14 calendar days prior to the Final Fairness Hearing, the Class Administrator shall cause to be filed with the Court and serve on counsel for all Parties a declaration stating that the Class Notice required by the Settlement Agreement has been completed in accordance with the terms of the Preliminary Approval Order.

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

A. Any Settlement Class Member who desires to receive his or her pro-rata portion of the Nationwide Settlement Fund and/or Virginia Settlement Fund (defined below in ¶¶ 10(A)-(B)) must submit, pursuant to and in the form attached as Exhibits C and D, a timely and valid claim to the Class Administrator with a postmark date no later than 75 days after the Court’s entry of the Order of Preliminary Approval of Class Action Settlement. Such Settlement Class Members must confirm that they signed a Consumer Equipment Lease with Defendant during the applicable time period, and that their Consumer Equipment Lease with Defendant concerned a good or product used primarily for personal or household (rather than commercial or business) purposes. Virginia

Settlement Class Members who submit a valid and timely claim will receive a pro-rata portion of both the Virginia Settlement Fund and the Nationwide Settlement Fund.

B. Any Settlement Class Member who desires to be excluded from the settlement must send a written request for exclusion to the Class Administrator with a postmark date no later than 75 days after the Court's entry of the Order of Preliminary Approval of Class Action Settlement. The Class Administrator shall provide counsel to the Parties with copies of all opt-out requests it receives in weekly status reports and shall provide a list of all Settlement Class Members who timely and validly opted out of the Settlement Agreement in its declaration to be filed with the Court concurrent with Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement. The declaration shall include the names of individuals who have excluded themselves from the Settlement Agreement, but it shall not include their addresses or any other personal identifying information.

C. In the written request for exclusion, the Settlement 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. The request must also be signed by the Settlement Class Member.

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

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



F. Any Settlement Class Member who intends to object to the fairness of this settlement must file a written objection with the Court within 75 days from the Court's entry of the Order of Preliminary Approval of Class Action Settlement. Further, any such Settlement 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.

G. In the written objection, the Settlement 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 Settlement Class Member. Further, the Settlement Class Member must attach to his or her objection any documents supporting the objection.

H. Any Settlement 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.

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

J. If a Settlement Class Member submits both a timely objection and a timely 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).

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

L. Subject to approval by the Court, a final fairness hearing will be conducted regarding the settlement within 100 to 125 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, Settlement 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, 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 or proceeding against any of the Released Parties.

A. For the Nationwide Settlement Class, “Released Claims” means all CLA and TILA claims that arise from a Nationwide Settlement Class Member’s consumer lease agreement with Defendant and/or are related to the claims and allegations in the complaint. Released Claims do not include any claims unrelated to the consumer lease agreement between the Nationwide Settlement Class Members and Defendant.

B. For the Virginia Settlement Class, “Released Claims” means all CLA, TILA, and Virginia state law claims against Defendant that arise from a Virginia Settlement Class Member’s consumer lease agreement with Defendant and/or are related to the claims and allegations in the complaint. Released Claims do not include any claims unrelated to the consumer lease agreement between the Virginia Settlement Class Members and Defendant.

C. Waiver of California Civil Code Section 1542. Plaintiff and each Settlement 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 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

To the extent applicable, Plaintiff and each Settlement 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 Settlement 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.

D. Plaintiff and each Settlement Class Member covenant and agree that they will not sue or bring any action or cause of action, 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 Settlement Class Members may participate in any regulatory or government proceeding or investigation.

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

A. Nationwide Settlement Fund – Defendant, in consultation with the Class Administrator, will cause to be established a \$175,000 non-reversionary settlement fund (“Nationwide Settlement Fund”), within 10 days after the Final Order Day, for the benefit of the Nationwide Settlement Class Members. However, Defendant will pay the Class Administrator the estimated notice and administration costs following preliminary approval of the Settlement, as billed by the Class Administrator, such that class notice and administration is not delayed due to nonpayment by Defendant. Defendant will be credited for any such payment to the Class Administrator against the amount it owes toward the Nationwide Settlement Fund. The \$175,000 Nationwide Settlement Fund is contingent on there being no more than 35,028 Nationwide Class Members, including Plaintiff. Should Defendant discover additional Nationwide Settlement Class Members, the Nationwide Settlement Fund will be increased by \$5.00 per additional Nationwide Settlement Class Member.

Each Nationwide Settlement Class Member and Virginia Settlement 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 Settlement Class Members and Virginia Settlement Class Members who submit such timely, valid claims. However, prior to distributing participating Settlement Class Members’ pro-rata portions, the Class Administrator will first deduct from the Nationwide Settlement Fund: (i) all costs of class notice and settlement administration for the Class Members, as explained below in ¶ 10(F), and (ii) \$1,000 for Plaintiff as incentive for his service to the Nationwide Settlement Class Members, as explained below in ¶ 10(C).

Within 30 days after the Final Order Day, the Class Administrator will send via U.S. Mail a settlement check to each Settlement 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 Nationwide Settlement Fund after the void date (from uncashed checks or otherwise), and if the amount that remains is sufficient to issue second checks of at least \$10.00 to each Settlement Class Member who cashed an initial settlement check after accounting for the associated expenses of such a second distribution, the Class Administrator will mail a second settlement check, calculated on a pro-rata basis considering the remaining amount of the funds, to each Settlement Class Member who cashed an initial settlement check. Each settlement check mailed during the second distribution will be void 90 days after mailing.

If any funds remain in the Nationwide Settlement Fund after the void date for the settlement checks mailed as part of the second distribution, such residual funds will be paid to the Central Virginia Legal Aid Society as a *cy pres* recipient.

B. Virginia Settlement Fund – Defendant, in consultation with the Class Administrator, will cause to be established a \$50,000 non-reversionary settlement fund (“Virginia Settlement Fund”), within 10 days after the Final Order Day, for the benefit of the Virginia Settlement Class Members. The \$50,000 Virginia Settlement Fund is contingent on there being no more than 847 Virginia Settlement Class Members, including

Plaintiff. Should Defendant discover additional Virginia Settlement Class Members, the Virginia Settlement Fund will be increased by \$60.00 per additional Virginia Settlement Class Member.

Each Virginia Settlement Class Member who timely submits a valid claim form via U.S. Mail will receive a pro-rata portion of the Virginia Settlement Fund, to be calculated based on the number of Virginia Settlement Class Members who submit such timely, valid claims. However, prior to distributing participating Virginia Settlement Class Members' pro-rata portions, the Class Administrator will first deduct from the Virginia Settlement Fund \$2,000 for Plaintiff as incentive for his service to the Virginia Settlement Class Members, as explained below in ¶ 10(C).

Within 30 days after the Final Order Day, the Class Administrator will send via U.S. Mail a settlement check to each Virginia Settlement 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 Virginia Settlement Fund after the void date (from uncashed checks or otherwise), and if the amount that remains is sufficient to issue second checks of at least \$10.00 to each Virginia Settlement Class Member who cashed an initial settlement check after accounting for the associated expenses of such a second distribution, the Class Administrator will mail a second settlement check,

calculated on a pro-rata basis considering the remaining amount of the funds, to each Virginia Settlement Class Member who cashed an initial settlement check. Each settlement check mailed during the second distribution will be void 90 days after mailing.

If any funds remain in the Virginia Settlement Fund after the void date for the settlement checks mailed as part of the second distribution, such residual funds will be paid to the Central Virginia Legal Aid Society as a *cy pres* recipient.

C. Payment to Plaintiff – In addition to his pro-rata shares of the Nationwide Settlement Fund and Virginia Settlement Fund, and in recognition of his service to the Class Members, Plaintiff will seek a total of \$3,000, to be paid \$1,000 from the Nationwide Settlement Fund and \$2,000 from the Virginia Settlement Fund. The Court-approved service payment to Plaintiff will be made within 15 days after the Final Order Day. Plaintiff's pro-rata shares of the Nationwide Settlement Fund and Virginia Settlement Fund will be distributed as explained above in ¶¶ 10(A)-(B).

Additionally, though Plaintiff disputes the nature and amount of any payments alleged to be still owing under his Consumer Equipment Lease agreement with Defendant, Defendant agrees to waive any payments remaining under Plaintiff's Consumer Equipment Lease and reduce his account balance to zero. Defendant confirms that Plaintiff is the sole owner of the subject property, and to the extent Defendant has reported Plaintiff's Consumer Equipment Lease account to any major credit reporting agency, Defendant will, within 10 days after the Final Order Day, notify such agency that all entries on Plaintiff's credit report related to Plaintiff's Consumer Equipment Lease account should be reported as paid in full.

D. Non-Monetary Relief – While Defendant affirmatively states and maintains that consumer lease agreements are, and have been, lawful and fully compliant with applicable law, Defendant affirms that, as of the date of this Settlement Agreement, and while denying any past wrongdoing, it no longer uses the form Consumer Equipment Lease agreement signed by Plaintiff.

E. Attorneys' Fees, Costs, and Expenses of Class Counsel – 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 \$210,000, which Defendant will not oppose. Any amount awarded to Class Counsel for attorneys' fees, costs, and expenses will be paid by Defendant separate and apart from the Nationwide Settlement Fund and Virginia Settlement Fund. No interest will accrue on such amounts at any time. This Settlement Agreement is not dependent or conditioned upon the Court's approving Class Counsel's requests for such payments or awarding the particular amounts sought by Class Counsel. In the event the Court declines Class Counsel's requests or awards less than the amounts sought, this Settlement Agreement shall continue to be effective and enforceable by the Parties subject to the terms and conditions of this Settlement Agreement.

Defendant will forward to Class Counsel payment for the attorneys' fees, costs, and expenses awarded by the Court no later than (i) 10 days after the Final Order Day, or (ii) 10 days after the Court's order approving such attorneys' fees, costs, and expenses, whichever comes later. 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.



F. Settlement Administration – All costs, fees and expenses of class notice and settlement administration by the Class Administrator will be deducted from the Nationwide Settlement Fund prior to distributing settlement funds to participating Nationwide Class Members, subject to ¶¶ 6 and 10(A).

11. COVENANT NOT TO SUE – Plaintiff agrees and covenants, and each Settlement 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 Settlement Agreement by providing written notice to the other within seven days following:

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

If either Plaintiff or Defendant terminates this Settlement Agreement as provided herein, the Settlement 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 Settlement Agreement had never been executed, and any orders by the Court in connection with this Settlement Agreement shall be vacated.

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. Any order

regarding an application for attorneys' fees and expenses will not operate to terminate or cancel this settlement, or affect the finality of the settlement of this matter.

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

14. This Settlement Agreement is for settlement purposes only. The Parties acknowledge that this Settlement Agreement is not, and shall not be construed as, an admission of any wrongdoing or liability by Defendant or construed as an admission or concession by Defendant of the truth of any allegations raised in the Lawsuit, or of any fault, wrongdoing, liability, or damages of any kind. Defendant 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 Settlement Agreement.

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

17. This Settlement Agreement may not be amended, modified, altered, or other changed in any manner, except by a writing signed by a duly authorized representative of Plaintiff and Defendant.

18. Each Party acknowledges, agrees, and specifically warrants that he or it has fully read this Settlement Agreement, received independent legal advice with respect to the advisability of entering in this Settlement Agreement, and the legal effects of this Settlement Agreement, and fully understands the effect of this Settlement Agreement.

19. This Settlement Agreement is to be interpreted in accordance with Virginia law.

20. Any dispute, challenge, or question relating to this Settlement Agreement is to be heard only by the United States District Court for the Eastern District of Virginia.

21. The Parties agree that the United States District Court for the Eastern District of Virginia has subject matter jurisdiction over the claims at issue and request that it retain continuing and exclusive jurisdiction over this Settlement Agreement, and over the administration and enforcement of this Settlement Agreement.

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

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

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

25. This Settlement 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 that together constitutes one and the same instrument.

26. The Parties understand that this Settlement 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 Settlement Class Members. Notwithstanding the foregoing, the Parties agree that no Party will make public statements and/or issue a press release regarding the Settlement Agreement without the consent of the other Party until 60 days after the Effective Date, other than in filings with the Court in furtherance of the approval of the Settlement. This provision is not intended to limit communications of Class Counsel with any client or potential client, Settlement Class Members, or any other person involved in this action.

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

28. 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:

Charles K. Seyfarth  
O'Hagan Meyer  
411 E. Franklin Street, Suite 500  
Richmond, Virginia 23219

[SIGNATURES ON FOLLOWING PAGE]

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

*john taylor*  
john taylor (Sep 13, 2019)

\_\_\_\_\_  
John Taylor

Dated: September 13, 2019

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

Dated: September \_\_\_\_, 2019

*Class Counsel*

\_\_\_\_\_  
For TimePayment Corp.

Dated: September \_\_\_\_, 2019

\_\_\_\_\_  
Charles K. Seyfarth  
O'Hagan Meyer  
411 E. Franklin Street, Suite 500  
Richmond, Virginia 23219

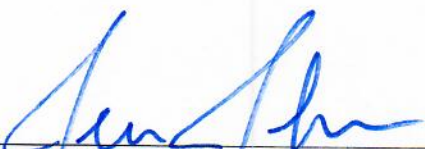
Dated: September \_\_\_\_, 2019

*Counsel for Defendant*

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

\_\_\_\_\_  
John Taylor

Dated: September \_\_, 2019

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

Dated: September 13, 2019

*Class Counsel*

\_\_\_\_\_  
For TimePayment Corp.

Dated: September \_\_, 2019

\_\_\_\_\_  
Charles K. Seyfarth  
O'Hagan Meyer  
411 E. Franklin Street, Suite 500  
Richmond, Virginia 23219

Dated: September \_\_, 2019

*Counsel for Defendant*

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

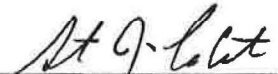
\_\_\_\_\_  
John Taylor

Dated: September \_\_, 2019

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

Dated: September \_\_, 2019

*Class Counsel*

  
\_\_\_\_\_  
For TimePayment Corp.

Dated: September 13, 2019

  
\_\_\_\_\_  
Charles K. Seyfarth  
O'Hagan Meyer  
411 E. Franklin Street, Suite 500  
Richmond, Virginia 23219

Dated: September 13, 2019

*Counsel for Defendant*



# **Exhibit A**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

JOHN TAYLOR, on behalf of himself and  
others similarly situated,

Plaintiff,

v.

TIMEPAYMENT CORPORATION,

Defendant.

Civil Action No. 3:18-cv-00378-MHL

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

WHEREAS, this Court has been advised that the parties to this action, John Taylor (“Plaintiff” or “Class Representative”) and TimePayment Corp. (“Defendant”), through their respective counsel, have agreed, subject to Court approval following notice to the Settlement 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 \_\_\_\_\_, **2019** after notice to the Settlement 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 Attorneys General of each state.

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 (“Settlement Class Members”) with respect to the claims asserted in the Lawsuit:

Nationwide Settlement Class: All persons (a) with an address in the United States (b) who signed a Consumer Equipment Lease or had a payment obligation with TimePayment Corp. thereunder (c) between June 1, 2017 and January 31, 2019, or (d) who are members of the Virginia Settlement Class.

Virginia Settlement Class: All persons (a) with an address in Virginia (b) who signed a Consumer Equipment Lease or had a payment obligation with TimePayment Corp. thereunder (c) between June 4, 2016 and September 13, 2019.

Defendant represents that there are 35,028 Nationwide Settlement Class Members and 847 Virginia Settlement Class Members, including Plaintiff.

Pursuant to Rule 23, the Court appoints John Taylor as the Class Representative of the Nationwide Settlement Class and the Virginia Settlement Class. The Court also appoints Jesse S. Johnson and Michael L. Greenwald of Greenwald Davidson Radbil PLLC as Class Counsel. *See Baldwin v. Glasser & Glasser, P.L.C.*, No. 15-490, 2015 WL 7769207 (E.D. Va. Dec. 1, 2015) (Hudson, J.) (preliminarily approving class settlement under the Fair Debt Collection Practices Act (“FDCPA”) and appointing Greenwald Davidson Radbil PLLC class counsel); *see also*

*Spencer v. #1 A LifeSafer of Ariz., LLC*, No. 18-2225, 2019 WL 1034451 (D. Ariz. Mar. 4, 2019) (appointing Greenwald Davidson Radbil PLLC class counsel in action under the Consumer Leasing Act (“CLA”).

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 Settlement 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 Settlement Class Members, which predominate over any individual questions;
- C. The claims of the Plaintiff are typical of the claims of the Settlement Class Members;
- D. The Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all Settlement 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 Decohen v. Abbasi, LLC*, 299 F.R.D. 469, 477-78 (D. Md. 2014) (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 Settlement Class Members, especially in light of (i) the benefits to the Settlement Class Members; (ii) the strengths and weaknesses of Plaintiff’s case; (iii) the anticipated 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 Settlement Class Members; (vi) the limited amount of any potential total recovery for the Settlement 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 Jiffy Lube Sec. Litig.*, 927 F.2d 155, 159 (4th Cir. 1991).

A third-party class administrator acceptable to the parties will administer the settlement and notification to Settlement Class Members. The class administrator will be responsible for mailing the approved class action notice and settlement checks to the Settlement Class Members. The costs of administration will be paid from the Nationwide Settlement Fund. Upon the recommendation of the Parties, this Court hereby appoints the following class administrator: First Class, Inc.

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 Settlement 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 Settlement Class Members of their rights. In accordance with the Settlement Agreement, the class administrator will mail the notice to the Settlement Class Members as expeditiously as possible, but in no event later than 30 days after the Court's entry of this order, *i.e.*, **no later than \_\_\_\_\_, 2019**. The class administrator will confirm, and if necessary, update the addresses for the Settlement 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 45 days after the deadline for dissemination of class notice, *i.e.*, **no later than** \_\_\_\_\_, **2019**. Opposition briefs to any petition for an award of attorneys' fees and reimbursement of costs and expenses must be filed no later than 21 days thereafter, *i.e.*, **no later than** \_\_\_\_\_, **2019**. Reply memoranda in support of the foregoing must be filed with the Court no later than 14 days after the filing of any opposition brief.

Any Settlement Class Member who wishes to receive a pro-rata portion of the Nationwide Settlement Fund or Virginia Settlement Fund must send a valid, timely claim form to First Class, Inc. with a postmark date no later than 75 days after the Court's entry of this order, *i.e.*, **no later than** \_\_\_\_\_, **2019**.

Any Settlement 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 75 days after the Court's entry of this order, *i.e.*, **no later than** \_\_\_\_\_, **2019**. To be effective, the written request for exclusion must state the Settlement Class Member's full name, address, telephone number, and email address (if available), along with a signed statement that the Settlement Class Member wishes to be excluded. Any Settlement Class Member who submits a valid and timely request for exclusion will not be bound by the terms of the Settlement Agreement.

Any Settlement Class Member who intends to object to the fairness of this settlement must file a written objection with the Court within 75 days after the Court's entry of this order, *i.e.*, **no later than** \_\_\_\_\_, **2019**. Further, any such Settlement 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, Charles K. Seyfarth, O'Hagan Meyer, 411 E. Franklin Street, Suite 500, Richmond, Virginia 23219.

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 Settlement Class Member filing the objection;
- C. Be filed with the Clerk of the Court no later than 75 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 75 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 Settlement 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 Eastern District of Virginia;
- F. Provide documentation establishing that he or she is a Settlement Class Member; and
- G. Contain a statement of the specific basis for each objection.

Any Settlement 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 Settlement Class Member who submits a valid, timely claim form. Each participating Nationwide Settlement Class Member will receive a pro-rata portion of the \$175,000 Nationwide Settlement Fund, after deducting the costs and expenses of class notice and settlement administration, and \$1,000 for the Class Representative's service award. Additionally, each participating Virginia Settlement Class Member will receive a pro-rata portion of the \$50,000 Virginia Settlement Fund, after deducting \$2,000 for the Class Representative's service award. Thus, in addition to his pro-rata shares of the Nationwide and Virginia Settlement Funds, the Class Representative will be paid a total of \$3,000 in recognition of his service to the Settlement Class Members.

The Court will conduct a hearing on \_\_\_\_\_, **2020** at the United States District Court for the Eastern District of Virginia, 701 East Broad Street, Richmond, Virginia 23219, 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 Settlement 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 Settlement Class Members at the Final Fairness Hearing is not necessary.



Settlement Class Members need not appear at the hearing or take any other action to indicate their approval of the proposed class action settlement. 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 Settlement 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 \_\_\_\_\_, 20\_\_**. 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 \_\_\_\_\_, 20\_\_**. 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 \_\_\_\_\_, 20\_\_**.

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 (30 days after Preliminary Approval Order entered)
_____	Filing of Class Counsel's Petition for Attorneys' Fees, Costs, and Expenses (45 days after deadline for dissemination of Direct Mail Notice)
_____	Deadline to Submit Claim Form, Send Exclusion, or File Objection (75 days after entry of Preliminary Approval Order)
_____	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:

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The Honorable M. Hannah Lauck  
United States District Judge

# **Exhibit B**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

JOHN TAYLOR, on behalf of himself and  
others similarly situated,

Plaintiff,

v.

TIMEPAYMENT CORPORATION,

Defendant.

Civil Action No. 3:18-cv-00378-MHL

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**[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT**

On \_\_\_\_\_, 2019, John Taylor (“Plaintiff”) filed his unopposed motion to preliminarily approve the Parties’ proposed class settlement.

On \_\_\_\_\_, 2019, TimePayment Corp. (“Defendant”) caused to be served on the appropriate authorities the Class Action Fairness Act (“CAFA”) notice required by 28 U.S.C. § 1715.

On \_\_\_\_\_, 2019, this Court preliminarily approved the Parties’ proposed settlement.

On \_\_\_\_\_, 2019, First Class, Inc. distributed notice of the Parties’ proposed class settlement, as ordered.

On \_\_\_\_\_, 20\_\_, Plaintiff filed his unopposed motion to finally approve the Parties’ proposed settlement.

On \_\_\_\_\_, 20\_\_, 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 further certifies the following classes, for settlement purposes only, under Rule 23(b)(3) of the Federal Rules of Civil Procedure:

Nationwide Settlement Class: All persons (a) with an address in the United States (b) who signed a Consumer Equipment Lease or had a payment obligation with TimePayment Corp. thereunder (c) between June 1, 2017 and January 31, 2019, or (d) who are members of the Virginia Settlement Class.

Virginia Settlement Class: All persons (a) with an address in Virginia (b) who signed a Consumer Equipment Lease or had a payment obligation with TimePayment Corp. thereunder (c) between June 4, 2016 and September 13, 2019.

There are approximately 35,028 Nationwide Settlement Class Members and 847 Virginia Settlement 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 Settlement Class Members are so numerous that joinder of all of them is impracticable;
2. There are questions of law and fact common to the Settlement Class Members, which predominate over any individual questions;
3. Plaintiff's claims are typical of the Settlement Class Members' claims;
4. Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all of the Settlement 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 Decohen v. Abbasi, LLC*, 299 F.R.D. 469, 477-78 (D. Md. 2014) (approving class action

settlement).

This Court confirms its appointments of John Taylor as class representative for the Settlement Classes, and the following attorneys and law firm as Class Counsel for Settlement Class Members:

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

*See Baldwin v. Glasser & Glasser, P.L.C.*, No. 15-490, 2015 WL 7769207 (E.D. Va. Dec. 1, 2015) (Hudson, J.) (preliminarily approving class settlement under the Fair Debt Collection Practices Act (“FDCPA”) and appointing Greenwald Davidson Radbil PLLC class counsel); *see also Spencer v. #1 A LifeSafer of Ariz., LLC*, No. 18-2225, 2019 WL 1034451 (D. Ariz. Mar. 4, 2019) (appointing Greenwald Davidson Radbil PLLC class counsel in action under the Consumer Leasing Act (“CLA”)).

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 class settlement fund for the benefit of the members of the Nationwide Settlement Class (“Nationwide Settlement Fund”) in the amount of \$175,000, which will be distributed on a pro-rata basis to each Nationwide Settlement Class member who submitted a valid, timely claim form, after deducting costs and expenses for class notice and settlement administration, and \$1,000 for Plaintiff for his service to Nationwide Settlement Class members.
2. Defendant will create a separate class settlement fund the benefit of the members of the Virginia Settlement Class (“Virginia Settlement Fund”) in the amount of \$50,000, which will be distributed on a pro-rata basis to each Virginia Settlement Class member who submitted a valid, timely claim form, after deducting \$2,000 for Plaintiff for his service to Virginia Settlement Class members.
3. In addition to his pro-rata shares of the Nationwide Settlement Fund and Virginia Settlement Fund, Plaintiff will be paid a total \$3,000 from the settlement funds, as set forth above, in recognition of his 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*, 299 F.R.D. at 479 (“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 Settlement Class Members sufficient information to enable them to make informed decisions as to the Parties' proposed settlement, and the right to object to, or optout 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 Settlement Class Members were given a fair and reasonable opportunity to object to the settlement. [#] members of the Nationwide Settlement Class objected to the settlement and [#] members of the Virginia Settlement 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 Settlement 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 \$210,000 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 Settlement 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:

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The Honorable M. Hannah Lauck  
United States District Judge



# Exhibit C

**What is this lawsuit about?** John Taylor (“Class Representative”) sued TimePayment Corp. (“Defendant”) alleging that the company offered Consumer Equipment Leases to consumers that contained improper disclosures under the Consumer Leasing Act and Truth in Lending Act regarding the payments and charges owed under those agreements. Defendant denies the allegations and 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 Equipment Lease or had a payment obligation with TimePayment Corp. thereunder (c) between June 1, 2017 and January 31, 2019 (the “Class”). If you are in the Class, this settlement affects you.

**What does the settlement provide?** Defendant will establish a settlement fund of \$175,000 for the benefit of the Class and will no longer use the form Consumer Equipment Lease at issue in this case. Class members who submit timely, valid claims will receive an equal share of the settlement fund, after deducting the costs of class notice and administration and a \$1,000 service award to the Class Representative, subject to Court approval. It is estimated that each participating settlement class member will receive between \$15 and \$30, depending on the number of class members who submit timely, valid claims. In addition, and separate from the fund, Defendant will pay, subject to approval by the Court, reasonable attorneys’ fees, costs, and litigation expenses of up to \$210,000 to counsel for the Class Representative and 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/TimePaymentNationwide](http://www.gdrlawfirm.com/TimePaymentNationwide), 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 Eastern District of Virginia, 701 East Broad Street, Richmond, Virginia 23219. 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:**

*Taylor v. TimePayment Corp.,*  
3:18-cv-00378-MHL (E.D. Va.)

**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.**

**Taylor v. TimePayment Corp.**

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  
Eastern District of Virginia

*Taylor v. TimePayment Corporation,*  
No. 3:18-cv-00378-MHL

**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 Equipment Lease or had a payment obligation with TimePayment Corp. thereunder (1) between June 1, 2017 and January 31, 2019, (2) for equipment or other goods used primarily for 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.**

Please Affix  
Postage Here

*Bar Code To Be Placed Here*

Postal Service: Please do not mark Barcode

**Bottom Outside**

**Taylor v. TimePayment Corp.**

\_\_\_\_\_  
\_\_\_\_\_

# **Exhibit D**

**What is this lawsuit about?** John Taylor (“Class Representative”) sued TimePayment Corp. (“Defendant”) alleging that the company offered Consumer Equipment Leases to consumers that contained improper disclosures under the Consumer Leasing Act and Truth in Lending Act regarding the payments and charges owed under those agreements, and that the leases imposed finance charges in excess of those allowed under Virginia law. Defendant denies the allegations and 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 Virginia (b) who signed a Consumer Equipment Lease or had a payment obligation with TimePayment Corp. thereunder (c) between June 4, 2016 and September 13, 2019 (the “Virginia Class”).

**What does the settlement provide?** Defendant will establish a settlement fund of \$50,000 for the benefit of the Virginia Class, a separate fund of \$175,000 for the benefit of consumers nationwide who entered into a Consumer Equipment Lease with Defendant, and will no longer use the form Consumer Equipment Lease at issue in this case. Virginia Class members who submit timely, valid claims will receive an equal share of the two settlement funds, after deducting the costs of class notice and administration and a \$3,000 service award to the Class Representative, subject to Court approval. It is estimated that each participating Virginia Class member will receive between \$280 and \$550, depending on the number of Virginia Class members who submit timely, valid claims. Defendant also will pay, subject to Court approval, reasonable attorneys’ fees, costs, and litigation expenses of up to \$210,000 to counsel for the Class Representative and 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 funds after deducting the expenses described above. Second, you may do nothing, in which case you will not receive an equal share of the settlement funds, 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 funds, 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/TimePaymentVirginia](http://www.gdrlawfirm.com/TimePaymentVirginia), 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 Eastern District of Virginia, 701 East Broad Street, Richmond, Virginia 23219. 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:**

*Taylor v. TimePayment Corp.,*  
3:18-cv-00378-MHL (E.D. Va.)

**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.**

**Taylor v. TimePayment Corp.**

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  
Eastern District of Virginia

*Taylor v. TimePayment Corporation,*  
No. 3:18-cv-00378-MHL

CLAIM FORM – VIRGINIA CLASS

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

Name/Address Changes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have a Virginia address and I signed a Consumer Equipment Lease or had a payment obligation with TimePayment Corp. thereunder (1) between June 4, 2016 and September 13, 2019, (2) for equipment or other goods used primarily for 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.

Please Affix  
Postage Here

*Bar Code To Be Placed Here*

Postal Service: Please do not mark Barcode

**Bottom Outside**

**Taylor v. TimePayment Corp.**

\_\_\_\_\_  
\_\_\_\_\_

# **Exhibit E**

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA

**You may benefit from this class action settlement.**

**You are not being sued.**

**If you signed a Consumer Equipment Lease with TimePayment Corp. between June 1, 2017 and January 31, 2019, you may benefit from the settlement of this lawsuit.**

*This case is titled John Taylor v. TimePayment Corp.,  
Case No. 3:18-cv-00378-MHL*

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<b>SUBMIT A CLAIM FORM</b>	If you signed a Consumer Equipment Lease or had a payment obligation with TimePayment Corp. thereunder between June 1, 2017 and January 31, 2019, for equipment or other goods to be used for personal or household purposes, you will receive a cash payment as explained in Section No. 5 below if you submit a valid, timely claim form.
<b>DO NOTHING BUT STAY IN THE SETTLEMENT</b>	If you signed a Consumer Equipment Lease or had a payment obligation with TimePayment Corp. thereunder between June 1, 2017 and January 31, 2019, for equipment or other goods to be used for personal or household 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 TimePayment Corp.
<b>EXCLUDE YOURSELF</b>	You will receive no benefits, but you will not be giving up your legal claims against TimePayment Corp.
<b>OBJECT</b>	Write to the Court about why you object to the settlement. You may also appear at the fairness hearing.
<b>GO TO A HEARING</b>	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?**

John Taylor (“Class Representative”) filed a class action lawsuit alleging that the defendant, TimePayment Corp. (“Defendant”), violated the Consumer Leasing Act (“CLA”) and Truth in Lending Act (“TILA”) by failing to provide in his Consumer Equipment Lease agreement certain



financial disclosures required by the CLA and TILA. Defendant denies that it violated either statute and affirmatively states that its consumer equipment lease agreements are, and have been, lawful and fully compliant with applicable law. 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, John Taylor) 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 Settlement Class:

All persons (a) with an address in the United States (b) who signed a Consumer Equipment Lease or had a payment obligation with TimePayment Corp. thereunder (c) between June 1, 2017 and January 31, 2019.

### **YOUR BENEFITS UNDER THE SETTLEMENT**

## 5. What can I get from the settlement?

Every Nationwide Settlement 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 Settlement Class Members who participate, and the costs and expenses associated with distributing class notice and administering the settlement. The total settlement fund is \$175,000. After deducting costs and expenses, and based on historical participation rates in this type of case, it is anticipated that participating Settlement Class Members will each receive between \$15 and \$30.

In addition, Defendant will no longer use the Consumer Equipment Lease agreement at issue in this case.

## 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 his service to the Class, the Class Representative will receive a payment of \$1,000 from the settlement fund, subject to the court's approval. The Class Representative will also receive his equal portion of the settlement fund after deducting the costs and expenses described above.

**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 *John Taylor v. TimePayment Corp.*, Case No. 3:18-cv-00378-MHL. 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 \$210,000 in total. You will *not* be charged by these lawyers; they will receive a payment from the Defendant in an amount of \$210,000, or less, if that amount is approved by the Court. Any monies awarded to Class Counsel will be paid by Defendant separate from the settlement fund. In other words, payment of Class Counsel's attorneys' fees, costs, and litigation expenses will not diminish the Class members' recoveries.

## CLASS COUNSEL'S VIEWS ABOUT THE SETTLEMENT

### 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, Defendant expressly denies the claims asserted by Plaintiff and expressly denies all allegations of wrongdoing, fault or liability whatsoever. Defendant affirmatively states that its consumer equipment lease agreements have been, and continue to be, valid, enforceable and fully compliant with 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 Settlement Class Member, you can object to the settlement. In order to object to the settlement or any part of the settlement, you must submit your objection to the Court by **[DATE]**, stating that you object and the reasons why you think the Court should not approve the settlement. You must include the name and number of the case: *John Taylor v. TimePayment Corp.*, Case No. 3:18-cv-00378-MHL, your name, address, telephone number, and email address (if applicable), and evidence demonstrating that you are a Settlement 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, 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

Charles K. Seyfarth  
O'Hagan Meyer  
411 E. Franklin Street, Suite 500  
Richmond, VA 23219

Class Counsel

Counsel for Defendant

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 Eastern District of Virginia, 701 East Broad Street, Richmond, Virginia 23219**. 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 Office of the Clerk of Court, United States District Court for the Eastern District of Virginia.

**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](mailto:jjohnson@gdrlawfirm.com) or obtain information through Class Counsel's website at [www.gdrlawfirm.com](http://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:

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 EASTERN DISTRICT OF VIRGINIA

**You may benefit from this class action settlement.**

**You are not being sued.**

**If you have a Virginia address and you signed a Consumer Equipment Lease with TimePayment Corp. between June 1, 2017 and September 13, 2019, you may benefit from the settlement of this class action lawsuit.**

*This case is titled John Taylor v. TimePayment Corp.,  
Case No. 3:18-cv-00378-MHL*

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

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM</b>	If you signed a Consumer Equipment Lease or had a payment obligation with TimePayment Corp. thereunder, in Virginia, between June 4, 2016 and September 13, 2019, for equipment or other goods to be used for personal or household purposes, you will receive a cash payment as explained in Section No. 5 below if you submit a valid, timely claim form.
<b>DO NOTHING BUT STAY IN THE SETTLEMENT</b>	If you signed a Consumer Equipment Lease or had a payment obligation with TimePayment Corp. thereunder, in Virginia, between June 4, 2016 and September 13, 2019, for equipment or other goods to be used for personal or household 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 TimePayment Corp.
<b>EXCLUDE YOURSELF</b>	You will receive no benefits, but you will not be giving up your legal claims against TimePayment Corp.
<b>OBJECT</b>	Write to the Court about why you object to the settlement. You may also appear at the fairness hearing.
<b>GO TO A HEARING</b>	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?**

In this lawsuit, the plaintiff, John Taylor (“Class Representative”), filed a class action lawsuit alleging that the defendant, TimePayment Corp. (“Defendant”), violated the Consumer Leasing

Act (“CLA”), Truth in Lending Act (“TILA”), and Virginia usury law by (1) offering Consumer Equipment Lease agreements with inadequate disclosures concerning the charges and payments owed under the agreement, and (2) charging finance fees in excess of those allowed under Virginia law. Defendant denies these allegations, denies that it violated any applicable law, and affirmatively states that its consumer equipment lease agreements are, and have been, lawful and fully compliant with applicable law. 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, John Taylor) 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 Virginia Settlement Class:

All persons (a) with an address in Virginia (b) who signed a Consumer Equipment Lease or had a payment obligation with TimePayment Corp. thereunder (c) between June 4, 2016 and September 13, 2019.

### **YOUR BENEFITS UNDER THE SETTLEMENT**

## 5. What can I get from the settlement?

Every Virginia Settlement Class Member who submits a valid, timely claim form will receive a cash payment, though the amount of that payment will depend on the number of Virginia Settlement Class Members who participate, and the costs and expenses associated with distributing class notice and administering the settlement. Participating Virginia Settlement Class Members will receive equal shares of two settlement funds: one, in the amount of \$50,000 for the benefit of the Virginia Settlement Class, and a separate fund of \$175,000 for the benefit of consumers nationwide who entered into a Consumer Equipment Lease with Defendant.

If every Virginia Settlement Class member participates in the settlement, after accounting for the Class Representative’s proposed service award (explained below), each Virginia Settlement Class member will receive a cash payment of approximately \$56.33 from the Virginia settlement fund. But based on historical participation rates in this type of case, Class Counsel anticipates that participating Virginia Settlement Class Members will each receive between \$280 and \$550.



**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 funds.

**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 his service to the Class, the Class Representative will receive a payment of \$2,000 from the Virginia settlement fund and \$1,000 from the Nationwide settlement fund, subject to the Court's approval. The Class Representative will also receive his equal portion of the settlement funds after deducting the cost of the service award.

**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 *John Taylor v. TimePayment Corp.*, Case No. 3:18-cv-00378-MHL. 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 \$210,000 in total. You will *not* be charged by these lawyers; they will receive a payment from the Defendant in an amount of \$210,000, or less, if that amount is approved by the Court. Any monies awarded to Class Counsel will be paid by Defendant separate from the settlement fund. In other words, payment of Class Counsel’s attorneys’ fees, costs, and litigation expenses will not diminish the Class members’ recoveries.

### CLASS COUNSEL’S VIEWS ABOUT THE SETTLEMENT

#### 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.

Virginia usury law states that, for consumer loans, lenders may not charge interest exceeding 12% per year. Borrowers charged excessive interest may recover damages tied to the total amount of interest paid to the lender.

In light of the violations alleged, the damages allowed under the CLA, TILA, and Virginia 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, Defendant expressly denies the claims asserted by Plaintiff and expressly denies all allegations of wrongdoing, fault or liability whatsoever. Defendant affirmatively states that its consumer equipment lease agreements have been, and continue to be, valid, enforceable and fully compliant with 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 Settlement Class Member, you can object to the settlement. In order to object to the settlement or any part of the settlement, you must submit your objection to the Court by **[DATE]**, stating that you object and the reasons why you think the Court should not approve the settlement. You must include the name and number of the case: *John Taylor v. TimePayment Corp.*, Case No. 3:18-cv-00378-MHL, your name, address, telephone number, and email address (if applicable), and evidence demonstrating that you are a member of the Virginia Settlement Class. If you are objecting to the settlement, you may also appear at the fairness hearing (explained below).

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

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

Charles K. Seyfarth  
O'Hagan Meyer  
411 E. Franklin Street, Suite 500  
Richmond, VA 23219

Class Counsel

Counsel for Defendant

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 Eastern District of Virginia, 701 East Broad Street, Richmond, Virginia 23219**. 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 Office of the Clerk of Court, United States District Court for the Eastern District of Virginia.

**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](mailto:jjohnson@gdrlawfirm.com) or obtain information through Class Counsel's website at [www.gdrlawfirm.com](http://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:

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

**DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**