

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

ORDER OF FINAL APPROVAL AND JUDGMENT

On September 23, 2019, John Taylor (“Plaintiff”) filed his unopposed motion to preliminarily approve the Parties’ proposed class settlement.

On October 3, 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 October 29, 2019, this Court preliminarily approved the Parties’ proposed settlement.

On November 26, 2019, First Class, Inc. distributed notice of the Parties’ proposed class settlement, as ordered.

On January 24, 2020, Plaintiff filed his unopposed motion to finally approve the Parties’ proposed settlement.

On February 21, 2020, this Court held a fairness hearing regarding Plaintiff’s and Defendant’s proposed settlement.

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

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

This Court 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.

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 Settlement 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 opt out of, it.

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

This Court finds that the Settlement Class Members were given a fair and reasonable opportunity to object to the settlement. No members of either the Nationwide Settlement Class or the Virginia Settlement Class objected to the settlement. The six class members who made valid requests for exclusion are excluded from the settlement and are not bound by this order. Those persons are: Richard Alekxandrowicz, Nannie Jordan, William Rios, Charles Hero, Willie Jean Garrett, and Mary Williams.

This order is binding on all Settlement Class Members, except those individuals listed above who 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: 2/24/2020

/s/ 

M. Hannah Lauck
United States District Judge

The Honorable M. Hannah Lauck
United States District Judge