

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

You may benefit from this class action settlement.

You are not being sued.

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

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

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	If you signed a Closed End Motor Vehicle Lease with State Road Auto Sales, Inc. between August 1, 2017 and March 31, 2019, for a vehicle used for personal, family, or household purposes, you will receive a cash payment as explained in Section No. 5 below if you submit a valid, timely claim form.
DO NOTHING BUT STAY IN THE SETTLEMENT	If you signed a Closed End Motor Vehicle Lease with State Road Auto Sales, Inc. between August 1, 2017 and March 31, 2019, for a vehicle used for personal, family, or household purposes, but you do <i>not</i> submit a valid, timely claim form, you will receive no benefits while also giving up any legal claims you may have against State Road Auto Sales, Inc..
EXCLUDE YOURSELF	You will receive no benefits, but you will not be giving up any legal claims you may have against State Road Auto Sales, Inc.
OBJECT	Write to the Court about why you don't like the settlement. You may also appear at the fairness hearing.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.

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

1. What is this lawsuit about?

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

to the Class Representative's claims. The Court did not decide who is right or who is wrong. The parties have agreed to a settlement.

2. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Kayla Hernandez) sue on behalf of a group of people (or a "Class") who have similar claims.

3. Why is there a settlement?

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

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

The Class consists of:

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

YOUR BENEFITS UNDER THE SETTLEMENT

5. What can I get from the settlement?

Every Class member who submits a valid, timely claim form will receive a cash payment. The amount of that payment will depend on the number of Class members who participate. The total settlement fund is \$18,000, and, based on historical participation rates in this type of case, it is anticipated that participating Class Members will each receive between \$95 and \$190 depending on how many Class members submit claims.

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

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

6. When will I receive these benefits?

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

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

You must submit a valid, timely claim form postmarked **no later than October 13, 2020**. If you do not submit a claim form, you will not be entitled to share in the settlement fund.

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

By staying in the settlement, all of the Court's orders will apply to you, and you give Defendant a "release." A release means you can't sue or be part of any other lawsuit against Defendant about the claims or issues in this lawsuit. Unless you exclude yourself from the settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant regarding any of the Released Class Claims as defined in the class action settlement agreement. This means you will release Defendant, and each of its past, present, and future directors, officers, employees, partners, principals, members, managers, and shareholders, from all claims for violations of section 1667a of the CLA and 12 C.F.R. pts. 1013.4(c) and 1013.4(e), arising out of any Closed End Motor Vehicle Lease agreement between you and Defendant signed between August 1, 2017 and March 31, 2019. For more information on the release, released parties, and released claims, you may obtain a copy of the class action settlement agreement from the Clerk of the United States District Court for the District of Massachusetts or access the class action settlement agreement at www.gdrlawfirm.com/StateRoad.

9. How much will the Class Representative receive?

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

10. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail stating that you want to be excluded from *Kayla Hernandez v. State Road Auto Sales, Inc.*, Case No. 1:19-cv-11525-NMG. Be sure to include your name, address, telephone number, and email address (if applicable). You must mail your exclusion request so that it is postmarked **no later than October 13, 2020**, and sent to the following address:

**First Class, Inc./ J14446-Hernandez
5410 W. Roosevelt Rd., Ste 222
Chicago, IL 60644-1490**

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 **October 13, 2020**.

13. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys’ fees of up to \$57,000 and reimbursement of costs and expenses of up to \$3,000. You will *not* be charged by these lawyers; they will receive a payment from the Defendant in the total amount of \$60,000, or less, if that amount is approved by the Court. Any monies awarded to Class Counsel will be paid by Defendant separate from the settlement fund. In other words, payment of Class Counsel’s attorneys’ fees, costs, and expenses will not diminish the Class members’ recoveries.

CLASS COUNSEL’S VIEWS ABOUT THE SETTLEMENT

14. Is this a fair settlement?

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

In an individual action, the person bringing the suit may recover (i) any actual damages suffered; and (ii) statutory damages of 25% of the total amount of monthly payments owed under the lease, not to exceed \$2,000.

In a class action, the maximum possible recovery is (i) any actual damages suffered by the class members, plus (ii) the lesser of 1% of the Defendant’s net worth or \$1,000,000. The Court, in its discretion, may award anything from \$0 up to the maximum amount to a prevailing party after considering certain prescribed factors. In either an individual or a class action, the person bringing the suit can also recover attorneys’ fees and the costs and expenses of prosecuting the suit, if it is successful.

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

15. What is the Defendant’s view of this settlement?

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

OBJECTING TO THE SETTLEMENT

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

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

If you are a Class member, you can object to the settlement. In order to object to the settlement or any part of the settlement, you must submit your objection to the Court by **October 13, 2020**, stating that you object and the reasons why you think the Court should not approve the settlement. To be effective, a notice of intent to object to the settlement must: (a) contain a heading which includes: *Kayla Hernandez v. State Road Auto Sales, Inc.*, Case No. 1:19-cv-11525-NMG; (b) provide your the name, address, telephone number, and email address (if available); (c) be filed with the Clerk of the Court no later than **October 13, 2020**; (d) contain the name, address, bar number, and telephone number of your counsel, if you are represented by an attorney; (e) provide documentation establishing that you are a Class Member; and (f) contain a statement of the specific basis for each objection.

In addition to filing your objection with the Court, you must also mail your written objection so that it is postmarked no later than **October 13, 2020** to both of the following addresses:

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

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

Class Counsel

Counsel for Defendant

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

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

THE FAIRNESS HEARING

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

17. Where and when is the fairness hearing?

The Court will hold a fairness hearing at **2:30 p.m.** on **December 10, 2020** at the **United States District Court for the District of Massachusetts, 1 Courthouse Way, Boston, Massachusetts 02210**. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable and adequate and in the best interests of the Class, and to determine the appropriate amount of compensation for Class Counsel. At that hearing the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement.

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

YOU ARE NOT REQUIRED TO ATTEND THIS HEARING.

GETTING MORE INFORMATION

18. How do I get more information?

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

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

You can call Greenwald Davidson Radbil PLLC, 7601 N. Federal Hwy., Suite A-230, Boca Raton, FL 33487, the firm representing the Class, at (561) 826-5477 if you have any questions. Before doing so, please read this full notice carefully. You can also send an email to jjohnson@gdrllawfirm.com or obtain information through Class Counsel's website at www.gdrllawfirm.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./ J14446-Hernandez
5410 W. Roosevelt Rd., Ste 222
Chicago, IL 60644-1490**

DO NOT CONTACT THE COURT REGARDING THIS NOTICE.