

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA

3
4 Jake L. Kemp, on behalf of himself and
5 others similarly situated,

6 Plaintiff,

7 vs.

8 Low Cost Interlock, Inc.,

9 Defendant.
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) CASE NO. 5:19-CV-01445-JGB-SHK

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

13 I, Jesse S. Johnson, pursuant to 28 U.S.C. § 1746, declare as follows:

14 1. My name is Jesse S. Johnson.

15 2. I am over twenty-one years of age and am fully competent to make the
16 statements contained in this declaration.

17 3. I have personal knowledge of the matters stated herein and, if called upon,
18 could and would competently testify thereto.

19 4. I am a partner at the law firm of Greenwald Davidson Radbil PLLC
20 (“GDR”), counsel for Jake L. Kemp (“Plaintiff”) in the above-entitled action.

21 5. I graduated from the University of Florida in 2005 and the University of
22 Florida Fredric G. Levin College of Law in 2009.

23 6. I have extensive experience litigating consumer protection class actions,
24 including class actions brought under the Consumer Leasing Act (“CLA”).

25 7. GDR has been appointed class counsel in numerous class actions in this
26 district and elsewhere throughout the country, including those brought under such
27 consumer protection statutes as the CLA, the Fair Debt Collection Practices Act
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1 (“FDCPA”), and the Telephone Consumer Protection Act (“TCPA”). *See, e.g., Taylor*
2 *v. TimePayment Corp.*, No. 18-378, ECF No. 60 (E.D. Va. Oct. 29, 2019); *Aikens v.*
3 *Malcolm Cisneros, A Law Corp.*, No. 17-2462, 2019 WL 3491928 (C.D. Cal. July 31,
4 2019) (Staton, J.); *Sheean v. Convergent Outsourcing, Inc.*, No. 18-11532, ECF No. 59
5 (E.D. Mich. July 8, 2019); *Hoffman v. Law Office of Fradkin & Weber, P.A.*, No. 19-
6 163, 2019 WL 2723581 (D. Md. July 1, 2019); *Williams v. Bluestem Brands, Inc.*, No.
7 17-1971, 2019 WL 1450090 (M.D. Fla. Apr. 2, 2019); *Spencer v. #1 A LifeSafer of*
8 *Ariz., LLC*, No. 18-2225, 2019 WL 1034451 (D. Ariz. Mar. 4, 2019); *Knapper v. Cox*
9 *Commc ’ns, Inc.*, 329 F.R.D. 238 (D. Ariz. 2019); *Dickens v. GC Servs. Ltd. P’ship*, No.
10 16-803, 2018 WL 4732478 (M.D. Fla. Oct. 2, 2018); *Smith v. Cohn, Goldberg &*
11 *Deutsch, LLC*, No. 17-2291, ECF No. 33 (D. Md. July 19, 2018); *Reyes v. BCA Fin.*
12 *Servs., Inc.*, No. 16-24077, 2018 WL 3145807 (S.D. Fla. June 26, 2018); *Beck v.*
13 *Thomason Law Firm, LLC*, No. 16-570, 2017 WL 3267751 (D.N.M. July 27, 2017);
14 *Johnson v. Navient Solutions, Inc.*, No. 15-716 (S.D. Ind. July 13, 2017); *Toure v.*
15 *Navient Solutions, Inc.*, No. 17-71 (S.D. Ind. July 13, 2017); *James v. JPMorgan Chase*
16 *Bank, N.A.*, No. 15-2424, 2017 WL 2472499 (M.D. Fla. June 5, 2017); *Johnston v. Kass*
17 *Shuler, P.A.*, No. 16-3390, 2017 WL 1231070 (M.D. Fla. Mar. 29, 2017); *Ryan v.*
18 *DeVille Asset Mgmt., Ltd.*, No. 15-1067, 2016 WL 7165751 (D. Or. Dec. 7, 2016); *Jallo*
19 *v. Resurgent Capital Servs., L.P.*, No. 14-449, 2016 WL 6610322 (E.D. Tex. Nov. 8,
20 2016); *Rhodes v. Nat’l Collection Sys., Inc.*, 317 F.R.D. 579 (D. Colo. 2016); *Gonzalez*
21 *v. Germaine Law Office PLC*, No. 15-1427, 2016 WL 5844605 (D. Ariz. Oct. 3, 2016);
22 *McCurdy v. Prof’l Credit Serv.*, No. 15-1498, 2016 WL 5853721 (D. Or. Oct. 3, 2016);
23 *Marcoux v. Susan J. Szwed, P.A.*, No. 15-93, 2016 WL 5720713 (D. Me. Oct. 3, 2016);
24 *Cobb v. Edward F. Bukaty, III, PLC*, No. 15-335, 2016 WL 4925165 (M.D. La. Sept.
25 14, 2016); *Cross v. Wells Fargo Bank, N.A.*, No. 15-1270, 2016 WL 5109533 (N.D. Ga.
26 Sept. 13, 2016); *Schell v. Frederick J. Hanna & Assocs., P.C.*, No. 15-418, 2016 WL
27 3654472 (S.D. Ohio July 8, 2016); *Chamberlin v. Mullooly, Jeffrey, Rooney & Flynn,*
28 *LLP*, No. 15-2361, ECF No. 44 (D.N.J. June 2, 2016); *Schuchardt v. Law Office of Rory*

1 *W. Clark*, 314 F.R.D. 673 (N.D. Cal. 2016); *Durham v. Schlee & Stillman, LLC*, No.
2 15-1652, ECF No. 16 (D. Md. May 31, 2016); *Whitford v. Weber & Olcese, P.L.C.*, No.
3 15-400, 2016 WL 122393 (W.D. Mich. Jan. 11, 2016); *Garza v. Mitchell Rubenstein &*
4 *Assocs., P.C.*, No. 15-1572, 2015 WL 9594286 (D. Md. Dec. 28, 2015); *Baldwin v.*
5 *Glasser & Glasser, P.L.C.*, No. 15-490, 2015 WL 77669207 (E.D. Va. Dec. 1, 2015);
6 *McWilliams v. Advanced Recovery Sys., Inc.*, 310 F.R.D. 337 (S.D. Miss. 2015); *Rhodes*
7 *v. Olson Assocs., P.C. d/b/a Olson Shaner*, 83 F. Supp. 3d 1096 (D. Colo. 2015);
8 *Roundtree v. Bush Ross, P.A.*, 304 F.R.D 644 (M.D. Fla. 2015).

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

11 9. Along the way, multiple district courts have commented on GDR's useful
12 knowledge and experience in connection with class action litigation.

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

17 I cannot reiterate enough how impressed I am with both your handling of
18 the case, both in the Court's presence as well as on the phone conferences,
19 as well as in the written materials submitted. . . . I am very satisfied and I
20 am very pleased with what I have seen in this case. As a judge, I don't get
21 to say that every time, so that is quite a compliment to you all, and thank
22 you for that.

23 No. 15-1175 (N.D. Ala. Mar. 15, 2017).

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

26 I want to thank all of you. It's been a pleasure. I hope that you will come
27 back and see us at some time in the future. And if you don't, I have a lot
28 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).

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

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

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

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

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

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

20 16. I submit this declaration in support of Plaintiff’s unopposed motion for
21 preliminary approval of the class action settlement reached by the parties.

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

24 18. Low Cost Interlock, Inc. (“Defendant”) will create a class settlement fund
25 of \$130,000 for the benefit of 22,261 potential class members nationwide, allowing for
26 likely individual cash payments of between \$29 and \$58 per participating class member,
27 based on historical claims rates in actions like this.

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

 20. Defendant separately will pay all costs of direct mail class notice and

1 settlement administration, upon the Court’s approval of the same.

2 21. Additionally, Defendant separately will pay \$2,500 to Plaintiff in
3 recognition of his service to the class members, subject to the Court’s approval.

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

7 23. Importantly, the attorneys’ fees, costs, and expenses awarded to Plaintiff’s
8 counsel will not dilute the class’s recovery nor Plaintiff’s individual recovery.

9 24. Given the strengths and weaknesses of Plaintiff’s class claims, including
10 the cap on statutory damages imposed by the CLA (which limits a defendant’s exposure
11 to the lesser of 1% of its net worth or \$1,000,000), and the pending motion to dismiss
12 at the time of settlement, I believe that the \$130,000 settlement fund is an excellent
13 result for class members here.

14 25. What’s more, Defendant also has agreed to change its form ignition
15 interlock lease agreement to address the allegations raised in Plaintiff’s complaint—a
16 benefit to any consumer who does business with Defendant in the future.

17 26. Attached as Exhibit 1 is a true and correct copy of the parties’ settlement
18 agreement and its related exhibits: (i) the proposed Order of Preliminary Approval
19 (Exhibit A); (ii) the proposed Final Order and Judgment (Exhibit B); (iii) the proposed
20 direct mail notice with detachable claim form (Exhibit C); and (iv) the proposed website
21 notice to be posted to GDR’s website (Exhibit D).

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

23
24 RESPECTFULLY SUBMITTED this 9th day of March, 2020.

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

Exhibit 1

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Jake L. Kemp, on behalf of himself and) Case No. 5:19-CV-01445-JGB-SHK
others similarly situated,)
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Plaintiff,)
)
vs.)
)
Low Cost Interlock, Inc.,)
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Defendant.)
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1 Agreement is in the best interest of the Class Members and is a fair, reasonable,
2 and adequate resolution of the Lawsuit;

3 WHEREAS, prior to entering into this Agreement, the Parties fully briefed
4 Defendant’s motion to dismiss and conducted informal discovery;

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

9 WHEREAS, the Parties and their counsel agree to recommend approval of
10 this Agreement to the Court and to any regulatory authority responding to the
11 proposed settlement pursuant to the Class Action Fairness Act of 2005 (“CAFA”),
12 28 U.S.C. §§ 1332(d), 1453, and 1711-1715; and

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

16 WHEREFORE, in consideration of the promises, representations, and
17 warranties set forth, the Parties stipulate and agree:

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

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

22 B. “Final Order Day” means the day upon which the Final Order and
23 Judgment becomes “Final.” The Final Order and Judgment becomes “Final” upon
24 the expiration of any available appeal period following entry of the Final Order and
25 Judgment. If any appeal is filed from the Final Order and Judgment, then the Final
26 Order Day will be the first date after the conclusion of all appeals, so long as the
27 Final Order and Judgment is not reversed or vacated.
28

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

3 All persons (a) with an address in the United States (b) to whom Low
4 Cost Interlock, Inc. leased an ignition interlock device for personal,
5 family, or household purposes (c) with an initial lease term greater
6 than four months (d) for which the lease was in force as of March 5,
2020 or was terminated on or after July 31, 2018.

7 Defendant represents that there are approximately 22,261 potential Class Members,
8 including Plaintiff.

9 D. “Participating Class Member” means a Class Member who submits a
10 timely and valid claim to participate in the settlement.

11 E. “Released Claims” means any and all claims, demands, actions,
12 potential actions, suits, and causes of action, losses, obligations, damages, matters
13 and issues of any kind or nature whatsoever, and liabilities of any nature, including
14 without limitation claims for costs, expenses, penalties, and attorneys’ fees,
15 whether class, individual, or otherwise, that the Releasing Parties, or any of them,
16 ever had, now has, or hereafter can, shall, or may have directly, representatively,
17 derivatively or in any other capacity against any of the Released Parties, whether
18 known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or
19 unforeseen, actual or contingent, accrued or unaccrued, matured or unmatured,
20 disclosed or undisclosed, apparent or unapparent, liquidated or unliquidated, or
21 claims that have been, could have been, or in the future might be asserted in law or
22 equity, on account of or arising out of or resulting from or in any way related to the
23 form of a lease, sections 1667a or 1667b of the CLA, or the CLA’s implementing
24 regulations related to sections 1667a and 1667b.

25 F. “Released Parties” means Low Cost Interlock, Inc. and each of its
26 predecessors, successors, past and present parents, subsidiaries, affiliates,
27 divisions, and departments, and each of their respective past and present officers,
28 directors, employees, agents, attorneys, servants, and representatives, and the

1 predecessors, successors, heirs, executors, administrators, and assigns of each of
2 the foregoing.

3 G. “Releasing Parties” shall refer jointly and severally, and individually
4 and collectively, to Plaintiff, the Class Members who do not exclude themselves,
5 their predecessors, successors, past and present parents, subsidiaries, affiliates,
6 divisions, and departments, and each of their respective past and present officers,
7 directors, employees, agents, attorneys, servants, and representatives, and the
8 predecessors, successors, heirs, executors, administrators, and assigns or
9 transferees, immediate and remote, of each of the foregoing.

10 2. CLASS CERTIFICATION – Plaintiff will seek, and Defendant will
11 not oppose, approval of the settlement on behalf of the class defined above in ¶
12 1(C).

13 3. CLASS REPRESENTATIVE AND CLASS COUNSEL
14 APPOINTMENT – The Parties agree that Plaintiff should be appointed as the
15 Class Representative for the Class Members, and that Jesse S. Johnson of
16 Greenwald Davidson Radbil PLLC should be appointed as counsel for the Class
17 Members (“Class Counsel”).

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

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

27 6. ADMINISTRATION AND NOTIFICATION PROCESS – A third-
28 party class administrator jointly selected by and agreeable to the parties (“Class

1 Administrator”) will administer the settlement and notification of the settlement to
2 the Class Members. The costs and expenses for the administration of the settlement
3 and class notice, including all work necessary to identify current contact
4 information for the Class Members, will be paid by Defendant separate and apart
5 from the Settlement Fund (defined below) and any other payments to Plaintiff or
6 Class Counsel. The Class Administrator will be responsible for mailing the
7 approved direct mail notices and settlement checks to the Class Members.

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

10 A. Direct Mail Notice – The Class Administrator will, as expeditiously as
11 possible but not to exceed 21 days after the Court’s entry of the Order of
12 Preliminary Approval of Class Action Settlement, send via U.S. mail written notice
13 of the settlement to each Class Member at his or her last known valid address,
14 address correction requested, as provided by Defendant. Defendant will provide
15 the names and last-known addresses of all Class Members to the Class
16 Administrator, in a Microsoft Excel spreadsheet or some other editable format,
17 within 10 days of execution of this Agreement. The direct mail notices will include
18 a detachable claim form to be returned to the Class Administrator to indicate the
19 Class Member’s desire to take part in the Settlement Fund (defined below).

20 Before sending the direct mail notices, the Class Administrator will confirm
21 and, if necessary, update the addresses for the Class Members through the standard
22 methodology it currently uses to update addresses, including attempting to identify
23 the name and address of each Class Member. If any notice is returned with a new
24 address, the Class Administrator will re-mail the notice to the new address and
25 update the Class Member address list with all forwarding addresses. If any notice
26 is returned undeliverable without a new address, the Class Administrator will run a
27 skip trace to attempt to locate an updated address and will re-mail the notice to the
28 new address if a new address can be located.

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

3 B. Website Notice – Within 21 days of the Court's entry of the Order of
4 Preliminary Approval of Class Action Settlement, Class Counsel will post on its
5 website a long-form class notice in substantially the same form attached as **Exhibit**
6 **D**, subject to the Court's approval. Class counsel will maintain the long-form
7 notice, and other pertinent case materials such as the complaint, this settlement
8 agreement, and the Order of Preliminary Approval of Class Action Settlement, on
9 its website until the final void date of any settlement check issued pursuant to this
10 Agreement.

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

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

17 A. Any Class Member who desires to receive his or her pro-rata portion
18 of the Class Settlement Fund (defined below) must submit, pursuant to and in the
19 form attached as Exhibit C, a timely and valid claim to the Class Administrator
20 with a postmark date no later than 60 days after the Court's entry of the Order of
21 Preliminary Approval of Class Action Settlement. Such Class Members must
22 confirm that they signed an ignition interlock lease with Defendant during the
23 applicable time period, and that the ignition interlock device was used primarily for
24 personal, family, or household (rather than commercial or business) purposes.

25 B. Any Class Member who desires to be excluded from the class must
26 send a written request for exclusion to the Class Administrator with a postmark
27 date no later than 60 days after the Court's entry of the Order of Preliminary
28 Approval of Class Action Settlement. The Class Administrator will, after the

1 deadline passes, provide to Class Counsel a list of the names of each Class
2 Member who submitted a timely exclusion. A copy of this list will be provided to
3 the Court in connection with Plaintiff's Unopposed Motion for Final Approval of
4 Class Action Settlement.

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

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

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

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

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

24 H. If a Class Member submits both an objection and an exclusion, he or
25 she will be considered to have submitted an exclusion (and not an objection) and
26 will be excluded from the class.

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

1 J. Subject to approval by the Court, a final fairness hearing will be
2 conducted regarding the settlement within 90 to 120 days from the Court's entry of
3 the Order of Preliminary Approval of Class Action Settlement. Under Rule
4 23(c)(2)(B)(iv) of the Federal Rules of Civil Procedure, Class Members will be
5 notified that they may enter an appearance through an attorney at their own
6 expense if they so desire.

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

11 9. The release set forth in Paragraph 8 constitutes a waiver of Section
12 1542 of the California Civil Code and Section 20-7-11 of the South Dakota
13 Codified Laws, each of which provides that a general release does not extend to
14 claims which the creditor does not know or suspect to exist in his favor at the time
15 of executing the release, which if known by him must have materially affected his
16 settlement with the debtor, and a waiver of any similar, comparable, or equivalent
17 provisions, statute, regulation, rule, or principle of law or equity of any other state
18 or applicable jurisdiction. The Releasing Parties acknowledge that they are aware
19 that they may hereafter discover facts in addition to, or different from, those facts
20 which they know or believe to be true with respect to the subject matter of this
21 Agreement, but that it is their intention to release and settle fully, finally, and
22 forever any and all Released Claims, and in furtherance of such intention, this
23 release shall be and remain in effect notwithstanding the discovery or existence of
24 any such additional or different facts.

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

27 A. Settlement Fund – Defendant, in consultation with the Class
28 Administrator, will cause to be established an \$130,000 non-reversionary

1 settlement fund (“Settlement Fund”), within seven days after the Final Order Day.
2 Each Participating Class Member will receive a pro-rata portion of the Settlement
3 Fund.

4 Within 21 days after the Final Order Day, the Class Administrator will send
5 via U.S. mail a settlement check to each Participating Class Member. Defendant’s
6 obligations pursuant to this paragraph will be considered fulfilled upon the mailing
7 of the settlement checks, regardless of whether any settlement check is received,
8 returned, or cashed, except that the Class Administrator will be obligated to take
9 reasonable steps to forward all settlement checks returned with a forwarding
10 address to such forwarding addresses. Each settlement check will be void 90 days
11 after mailing.

12 To the extent that any funds remain in the Settlement Fund after the void
13 date (from uncashed checks or otherwise), such residual funds will be paid to
14 Riverside Legal Aid as a *cy pres* recipient.

15 B. Payment to Plaintiff – In addition to his pro-rata share of the
16 Settlement Fund, and subject to the Court’s approval, within seven days after the
17 Final Order Day, Defendant will pay \$2,500 to Plaintiff, separate and apart from
18 the Settlement Fund, in recognition of his service to the Class Members.

19 C. Change in Defendant’s Conduct – While denying any past
20 wrongdoing, Defendant affirms that it will no longer use the same form of the
21 ignition interlock lease agreement that Plaintiff signed.

22 D. Attorneys’ Fees, Costs, and Expenses of Class Counsel – In advance
23 of the final fairness hearing, Plaintiff will file an application for an award of
24 reasonable attorneys’ fees, costs, and expenses for his counsel. Defendant will not
25 object to an award of attorneys’ fees, costs and expenses, but it reserves its right to
26 contest the amount of such an award. Any amount awarded to Plaintiff for
27 attorneys’ fees, costs, and expenses will be paid by Defendant separate and apart
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1 from the Settlement Fund, costs of class notice and settlement administration, and
2 any payment to Plaintiff.

3 Defendant will forward to Class Counsel payment for the attorneys' fees,
4 costs, and expenses awarded by the Court no later than 14 days after the Court's
5 order approving such attorneys' fees, costs, and expenses becomes final. Upon
6 payment of the awarded attorneys' fees, costs, and expenses to Class Counsel, the
7 Released Parties will have no further obligation with respect to Class Counsel's
8 fees, costs, and expenses, or the fees, costs, or expenses of any other attorney on
9 behalf of Plaintiff or any Class Member.

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

15 11. COVENANT NOT TO SUE – The Releasing Parties agree and
16 covenant not to sue, or otherwise seek to establish liability against, any Released
17 Party with respect to any of the Released Claims.

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

- 21 A. Notification that there are more than 22,361 potential Class Members;
22 B. The Court's refusal to preliminarily approve the settlement;
23 C. The Court's refusal to approve the settlement following notice to the
24 Class Members and the final fairness hearing; or
25 D. The Court approves the settlement, but such approval is reversed on
26 appeal and such reversal becomes final by lapse of time or otherwise.

27 If either Plaintiff or Defendant terminates this Agreement as provided
28 herein, the Agreement will be null and void and of no force and effect, and the

1 Parties' rights and defenses will be restored, without prejudice, to their respective
2 positions as if this Agreement had never been executed.

3 The settlement here is not conditioned on the allowance or disallowance by
4 the Court of any applications by Plaintiff or Class Counsel for an award of
5 attorneys' fees, costs, and expenses or for an incentive award. The fee and expense
6 request and the incentive award will be considered by the Court separately from
7 the Court's consideration of the fairness, reasonableness, and adequacy of the
8 settlement set forth herein. Any order regarding an application for an incentive
9 award or attorneys' fees, costs, and expenses will not operate to terminate or cancel
10 this settlement or affect the finality of the settlement of this matter.

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

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

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

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

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

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

27 19. The Parties agree that the United States District Court for the Central
28 District of California has subject matter jurisdiction over the claims at issue and

1 will request that it retain continuing and exclusive jurisdiction over the Parties to
2 this Agreement, and over the administration and enforcement of this Agreement.

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

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

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

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

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

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

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

27 If to Plaintiff or the Class Members:

28 Jesse S. Johnson

Greenwald Davidson Radbil PLLC

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

If to Defendant:
Jonathan J. Faria
Kirkland & Ellis LLP
333 South Hope Street
Los Angeles, California 90071

[SIGNATURES ON FOLLOWING PAGE]

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

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Jake L. Kemp

Dated: March __, 2020



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

Dated: March 9, 2020

Class Counsel

For Low Cost Interlock, Inc.

Dated: March __, 2020

Jonathan J. Faria
Kirkland & Ellis LLP
333 South Hope Street
Los Angeles, California 90071

Dated: March __, 2020

Counsel for Defendant

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

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Jake L. Kemp Dated: March __, 2020

Jesse S. Johnson Dated: March __, 2020
Greenwald Davidson Radbil PLLC
7601 N. Federal Hwy., Suite A-230
Boca Raton, FL 33487

Class Counsel

Michael Lyon

For Low Cost Interlock, Inc. Dated: March 9, 2020

Jonathan J. Faria Dated: March __, 2020
Kirkland & Ellis LLP
333 South Hope Street
Los Angeles, California 90071

Counsel for Defendant

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

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Jake L. Kemp

Dated: March __, 2020

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

Dated: March __, 2020

Class Counsel

For Low Cost Interlock, Inc.

Dated: March __, 2020



Jonathan J. Faria
Kirkland & Ellis LLP
333 South Hope Street
Los Angeles, California 90071

Dated: March 9, 2020

Counsel for Defendant

Exhibit A

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Jake L. Kemp, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

Low Cost Interlock, Inc.,

Defendant.

) CASE NO. 5:19-CV-01445-JGB-SHK

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

1 WHEREAS, this Court has been advised that the parties to this action, Jake L.
2 Kemp (“Plaintiff” or “Class Representative”), and Low Cost Interlock, Inc.
3 (“Defendant”), through their respective counsel, have agreed, subject to Court approval
4 following notice to the Class Members and a hearing, to settle the above-captioned
5 lawsuit (“Lawsuit”) upon the terms and conditions set forth in the Class Action
6 Settlement Agreement (“Settlement Agreement”), which has been filed with the Court,
7 and the Court deeming that the definitions set forth in the Settlement Agreement are
8 hereby incorporated by reference (with capitalized terms as set forth in the Settlement
9 Agreement);

10 NOW, THEREFORE, based upon the Settlement Agreement and all of the files,
11 records, and proceedings herein, and it appearing to this Court that, upon preliminary
12 examination, the proposed settlement appears fair, reasonable, and adequate, and that a
13 hearing should and will be held on _____, **2020** after notice to the Class
14 Members, to confirm that the proposed settlement is fair, reasonable, and adequate, and
15 to determine whether a Final Order and Judgment should be entered in this Lawsuit:

16 IT IS HEREBY ORDERED:

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

19 In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d),
20 1453, and 1711-1715, Defendant will cause to be served written notice of the proposed
21 class settlement on the United States Attorney General and the Attorney General of
22 every state where any potential Class Member resides.

23 Pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, the Lawsuit is
24 hereby preliminarily certified as a class action on behalf of the following class of
25 plaintiffs (“Class Members”) with respect to the claims asserted in the Lawsuit:

26 All persons (a) with an address in the United States (b) to whom Low Cost
27 Interlock, Inc. leased an ignition interlock device for personal, family, or
28 household purposes (c) with an initial lease term greater than four months
 (d) for which the lease was in force as of March 5, 2020 or was terminated
 on or after July 31, 2018.

1 Defendant represents that there are approximately 22,261 potential Class Members,
2 including Plaintiff.

3 Pursuant to Rule 23, the Court appoints Jake L. Kemp as the Class
4 Representative. The Court also appoints Jesse S. Johnson of Greenwald Davidson
5 Radbil PLLC as Class Counsel. *See Taylor v. TimePayment Corp.*, No. 18-378, ECF
6 No. 60 (E.D. Va. Oct. 29, 2019) (appointing Greenwald Davidson Radbil PLLC
7 (“GDR”) class counsel in action under the Consumer Leasing Act (“CLA”), Truth in
8 Lending Act, and Virginia usury law); *Spencer v. #1 A LifeSafer of Ariz., LLC*, No. 18-
9 2225, 2019 WL 1034451 (D. Ariz. Mar. 4, 2019) (appointing GDR class counsel in
10 CLA litigation); *Sheean v. Convergent Outsourcing, Inc.*, No. 18-11532, ECF No. 59
11 (E.D. Mich. July 8, 2019) (appointing GDR class counsel for classes under the
12 Telephone Consumer Protection Act (“TCPA”) and Fair Debt Collection Practices Act
13 (“FDCPA”)); *Knapper v. Cox Commc’ns, Inc.*, 329 F.R.D. 238 (D. Ariz. 2019)
14 (appointing GDR class counsel in TCPA action); *Schuchardt v. Law Office of Rory W.*
15 *Clark*, 314 F.R.D. 673 (N.D. Cal. 2016) (finally approving FDCPA class settlement and
16 confirming appointment of Greenwald Davidson Radbil PLLC as class counsel).

17 This Court preliminarily finds that the Lawsuit satisfies the applicable
18 prerequisites for class action treatment under Rule 23, namely:

- 19 A. The Class Members are so numerous that joinder of all of them in the
20 Lawsuit is impracticable;
- 21 B. There are questions of law and fact common to the Class Members, which
22 predominate over any individual questions;
- 23 C. The claims of the Plaintiff are typical of the claims of the Class Members;
- 24 D. The Plaintiff and Class Counsel have fairly and adequately represented and
25 protected the interests of all Class Members; and
- 26 E. Class treatment of these claims will be efficient and manageable, thereby
27 achieving an appreciable measure of judicial economy, and a class action
28 is superior to other available methods for a fair and efficient adjudication
of this controversy.

1 *Schuchardt*, 314 F.R.D. at 679-80; *see also Williams v. Western Express, Inc.*, No. 15-
2 402, 2016 WL 9450073, at *3-7 (C.D. Cal. Oct. 24, 2016) (Bernal, J.) (certifying
3 settlement class and preliminarily approving class action settlement).

4 This Court preliminarily finds that the settlement of the Lawsuit, on the terms
5 and conditions set forth in the Settlement Agreement is in all respects fundamentally
6 fair, reasonable, adequate, and in the best interest of the Class Members, especially in
7 light of the benefits to the Class Members; the strengths and weaknesses of Plaintiff's
8 case; the anticipated complexity, duration and expense of additional litigation; the risk
9 and delay inherent in possible appeals; the limited amount of any potential total
10 recovery for the Class Members given the cap on statutory damages for claims brought
11 pursuant to the CLA; and the opinion of Class Counsel, who are highly experienced in
12 consumer protection class action litigation. *See Catala v. Resurgent Capital Servs. L.P.*,
13 No. 08-2401, 2010 WL 2524158, at *2 (S.D. Cal. June 22, 2010) (citing *Officers for*
14 *Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982)).

15 A third-party class administrator acceptable to the parties will administer the
16 settlement and notification to Class Members. The class administrator will be
17 responsible for mailing the approved class action notice and settlement checks to the
18 Class Members. The costs of administration will be paid separately from all other
19 payments to Class Members, the Class Representative, or Class Counsel. Upon the
20 recommendation of the parties, this Court hereby appoints the following class
administrator: Angeion Group.

21 This Court approves the form and substance of the Direct Mail Notice, attached
22 to the Settlement Agreement as Exhibit C, as well as the Long-Form Notice, attached
23 to the Settlement Agreement as Exhibit D, to be posted on Class Counsel's website. The
24 proposed form and method for notifying the Class Members of the settlement and its
25 terms and conditions meet the requirements of Rule 23(c)(2)(B) and due process,
26 constitute the best notice practicable under the circumstances, and constitute due and
27 sufficient notice to all persons and entities entitled to the notice. *See Decohen v. Abbasi,*
28 *LLC*, 299 F.R.D. 469, 479 (D. Md. 2014) ("Under the circumstances of this case, when

1 all class members are known in advance, the Court finds that the method of direct mail
2 notice to each class member’s last known address—and a second notice if the first was
3 returned as undeliverable—was the best practicable notice.”).

4 This Court finds that the proposed notices are clearly designed to advise the Class
5 Members of their rights. In accordance with the Settlement Agreement, the class
6 administrator will mail the Direct Mail Notice to the Class Members as expeditiously
7 as possible, but in no event later than 21 days after the Court’s entry of this order, *i.e.*,
8 **no later than** _____, **2020**. The class administrator will confirm,
9 and if necessary, update the addresses for the Class Members through standard
10 methodology that the class administrator currently uses to update addresses.

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

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

23 Any Class Member who intends to object to the fairness of this settlement must
24 file a written objection with the Court within 60 days after the Court’s entry of this
25 order, *i.e.*, **no later than** _____, **2020**. Further, any such Class
26 Member must, within the same time period, provide a copy of the written objection to
27 Class Counsel, attention: Jesse S. Johnson, Greenwald Davidson Radbil PLLC, 7601
28 N. Federal Highway, Suite A-230, Boca Raton, FL 33487; and Counsel for Defendant,
Jonathan J. Faria, Kirkland & Ellis LLP, 333 South Hope Street, Los Angeles,

1 California 90071.

2 To be effective, any objection to the Settlement must:

3 (a) Contain a heading which includes the name of the case and case number;

4 (b) Provide the name, address, telephone number, and email address (if
5 available) of the Class Member filing the objection;

6 (c) Be filed with the Clerk of the Court no later than 60 days after the Court
7 preliminarily approves the settlement;

8 (d) Be sent to Class Counsel and counsel for Defendant at the addresses
9 designated in the Notice by first-class mail, postmarked no later than 60 days after the
10 Court preliminarily approves the settlement;

11 (e) Contain the name, address, bar number, and telephone number of the
12 objecting Class Member's counsel, if represented by an attorney. If the Class Member
13 is represented by an attorney, he/she or it must comply with all applicable laws and
14 rules for filing pleadings and documents in the U.S. District Court for the Central
15 District of California;

16 (f) State whether the Class Member intends to appear at the fairness hearing
17 on his or her own behalf or through counsel;

18 (g) Provide documentation establishing that he or she is a Class Member; and

19 (h) Contain a statement of the specific basis for each objection.

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

25 Upon final approval from the Court, the class administrator will mail a settlement
26 check to each Class Member who submits a valid, timely claim form. Each participating
27 Class Member will receive a pro-rata portion of the \$130,000 Settlement Fund.

28 The Court will conduct a hearing on _____, 2020 at the
United States District Court for the Central District of California, 3470 Twelfth Street,

1 Riverside, California 92501-3801, to review and rule upon the following issues:

2 A. Whether this action satisfies the applicable prerequisites for class action
3 treatment for settlement purposes under Rule 23;

4 B. Whether the proposed settlement is fundamentally fair, reasonable,
5 adequate, and in the best interest of the Class Members and should be approved by the
6 Court;

7 C. Whether a Final Order and Judgment, as provided under the Settlement
8 Agreement, should be entered, dismissing the Lawsuit with prejudice and releasing the
9 Released Claims against the Released Parties; and

10 D. Any other issues as the Court deems appropriate.

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

17 Consistent with *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988 (9th
18 Cir. 2010), Plaintiff's petition for an award of attorneys' fees and reimbursement of
19 costs and expenses for Class Counsel must be filed with the Court within 30 days after
20 the Court's entry of this order, *i.e.*, **no later than _____, 2020.**
21 Submissions by the Parties in support of the settlement, including memoranda in
22 support of final approval of the proposed settlement, and responses to any objections,
23 must be filed with the Court no later than 28 days prior to the Final Fairness Hearing,
i.e., **no later than _____, 2020.**

24 Opposition briefs to any of the foregoing, including to Plaintiff's petition for
25 attorneys' fees, costs, and expenses, must be filed no later than 14 days prior to the Final
26 Fairness Hearing, *i.e.*, **no later than _____, 2020.** Reply memoranda
27 in support of the foregoing, including in support of Plaintiff's petition for attorneys'
28 fees, costs, and expenses, must be filed with the Court no later than seven days prior to

1 the Final Fairness Hearing, *i.e.*, **no later than** _____, **2020**.

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

4 A. The Settlement Agreement is terminated by any of the Parties for cause, or
5 any specified material condition to the settlement set forth in the Settlement Agreement
6 is not satisfied and the satisfaction of such condition is not waived in writing by the
7 Parties;

8 B. The Court rejects any material component of the Settlement Agreement,
9 including any amendment thereto approved by the Parties; or

10 C. The Court approves the Settlement Agreement, including any amendment
11 thereto approved by the Parties, but such approval is reversed on appeal and such
12 reversal becomes final by lapse of time or otherwise.

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

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

20 The Court sets the following schedule:

<u>Date</u>	<u>Event</u>
_____	Preliminary Approval Order Entered
_____	Direct Mail Notice Sent (21 days after Preliminary Approval Order entered)
_____	Filing of Plaintiff's Petition for Attorneys' Fees, Costs, and Expenses (30 days after Preliminary Approval Order entered)
_____	Deadline to Submit Claim Form, Send Exclusion, or File Objection (60 days after entry of Preliminary Approval Order)

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_____ Filing of Motion for Final Approval and Responses to Any
Objections (28 days before Final Fairness Hearing)

_____ Oppositions, if any, to Final Approval or to Plaintiff’s Petition for
Attorneys’ Fees, Costs, and Expenses (14 days before Final Fairness
Hearing)

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

_____ Final Fairness Hearing Held

IT IS SO ORDERED.

DATED: _____, 2020

Honorable Jesus G. Bernal
United States District Judge

Exhibit B

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Jake L. Kemp, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

Low Cost Interlock, Inc.,

Defendant.

) CASE NO. 5:19-CV-01445-JGB-SHK

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

1 On _____, 2020, Jake L. Kemp (“Plaintiff”) filed his unopposed
2 motion to preliminarily approve the parties’ proposed class settlement.

3 On _____, 2020, Low Cost Interlock, Inc. (“Defendant”) served on the
4 appropriate authorities the Class Action Fairness Act (“CAFA”) notice required by 28
5 U.S.C. § 1715.

6 On _____, 2020, this Court preliminarily approved the parties’
7 proposed settlement, certified the settlement class, and directed class notice as approved
8 in its order of the same date.

9 On _____, 2020, Angeion Group distributed notice of the parties’
10 proposed class settlement, as ordered.

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

13 On _____, 2020, Plaintiff filed his unopposed motion to finally
14 approve the parties’ proposed settlement.

15 On _____, 2020, this Court held a final fairness hearing regarding
16 Plaintiff’s and Defendant’s proposed settlement.

17 Having considered Plaintiff’s unopposed motion for final approval, this Court
18 finally approves the proposed settlement.

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

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

23 All persons (a) with an address in the United States (b) to whom Low
24 Cost Interlock, Inc. leased an ignition interlock device for personal,
25 family, or household purposes (c) with an initial lease term greater than
four months (d) for which the lease was in force as of March 5, 2020 or
was terminated on or after July 31, 2018.

26 This Court finds that this matter meets the applicable prerequisites for class action
27 treatment under Rule 23, namely:

28 1. The Class Members are so numerous that joinder of all of them is

1 impracticable;

- 2 2. There are questions of law and fact common to the Class Members, which
3 predominate over any individual questions;
- 4 3. Plaintiff's claims are typical of the Class Members' claims;
- 5 4. Plaintiff and class counsel have fairly and adequately represented and
6 protected the interests of all of the Class Members; and
- 7 5. Class treatment of Plaintiff's claims will be efficient and manageable, thereby
8 achieving an appreciable measure of judicial economy, and a class action is
9 superior to other available methods for a fair and efficient adjudication of this
10 controversy.

11 *Schuchardt v. Law Office of Rory W. Clark*, 314 F.R.D. 673, 679-80 (N.D. Cal. 2016)
12 (confirming certification of settlement class in connection with final approval of class
13 action settlement); *McCrary v. Elations Co., LLC*, No. 13-242, 2016 WL 769703, at *6
14 (C.D. Cal. Feb. 25, 2016) (Bernal, J.) (same).

15 This Court also confirms its appointment of Jake L. Kemp as class representative
16 for the class, and the following attorney and law firm as class counsel for class
17 members:

18 Jesse S. Johnson
19 Greenwald Davidson Radbil PLLC
20 7601 N. Federal Highway, Suite A-230
21 Boca Raton, Florida 33487

22 *See Taylor v. TimePayment Corp.*, No. 18-378, ECF No. 60 (E.D. Va. Oct. 29, 2019)
23 (appointing Greenwald Davidson Radbil PLLC class counsel in action under the
24 Consumer Leasing Act ("CLA"), Truth in Lending Act, and Virginia usury law);
25 *Spencer v. #1 A LifeSafer of Ariz., LLC*, No. 18-2225, 2019 WL 1034451 (D. Ariz. Mar.
26 4, 2019) (same in CLA litigation); *Sheean v. Convergent Outsourcing, Inc.*, No. 18-
27 11532, ECF No. 59 (E.D. Mich. July 8, 2019) (same for classes under the Telephone
28 Consumer Protection Act ("TCPA") and Fair Debt Collection Practices Act); *Knapper
v. Cox Commc'ns, Inc.*, 329 F.R.D. 238 (D. Ariz. 2019) (same in TCPA action).

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

- 3 1. Defendant will create a settlement fund for all Class Members in the
4 amount of \$130,000, which will be distributed on a pro-rata basis to each
5 of the Class Members who submitted a valid, timely claim form.
- 6 2. Defendant will no longer use the same form of ignition interlock lease
7 agreement that Plaintiff signed, and which gave rise to this litigation.

8 This Court additionally finds that the parties’ notice of class action settlement,
9 and the distribution thereof, satisfied the requirements of due process under the
10 Constitution and Rule 23(e), that it was the best practicable under the circumstances,
11 and that it constitutes due and sufficient notice to all persons entitled to notice of class
12 action settlement. *Decohen v. Abbasi, LLC*, 299 F.R.D. 469, 479 (D. Md. 2014) (“Under
13 the circumstances of this case, when all class members are known in advance, the Court
14 finds that the method of direct mail notice to each class member’s last known address—
15 and a second notice if the first was returned as undeliverable—was the best practicable
16 notice.”).

17 This Court similarly finds that the parties’ notice of class action settlement was
18 adequate and gave all class members sufficient information to enable them to make
19 informed decisions as to the parties’ proposed settlement, and the right to object to, or
20 opt out of, it.

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

24 This Court finds that the Class Members were given a fair and reasonable
25 opportunity to object to the settlement. [#] Class Member(s) objected to the settlement.
26 The [#] Class Members who made valid and timely requests for exclusion are excluded
27 from the class and settlement and are not bound by this order. Those persons are:

_____.

28 This order is binding on all class members, except those individuals listed above

1 who validly and timely excluded themselves from the settlement.

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

5 This Court additionally approves an incentive award for Plaintiff in the amount
6 of \$2,500, to be paid separately from the class settlement fund, in recognition of his
7 service to the Class Members and for his efforts in obtaining the relief afforded by this
8 settlement.

9 This Court awards a total of \$_____ for class counsel's attorneys' fees and
10 \$_____ in reimbursement of costs and litigation expenses counsel incurred, all of
11 which the Court finds is fair and reasonable given class counsel's efforts in this matter,
12 the results obtained for Plaintiff and all Class Members, and the risks inherent in the
13 contingent nature of class counsel's fee agreement with Plaintiff.

14 This action is dismissed with prejudice as to all other issues and as to all parties
15 and claims.

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

19 **IT IS SO ORDERED.**

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21 DATED: _____, 2020
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24 _____
25 Honorable Jesus G. Bernal
26 United States District Judge
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Exhibit C

What is this lawsuit about? Jake L. Kemp (“Class Representative”) sued Low Cost Interlock, Inc. (“Defendant”) alleging that the company offered ignition interlock lease agreements to consumers that contained improper disclosures under the Consumer Leasing Act. Defendant denies the allegations and denies that it violated the law. The Court did not decide who is right and who is wrong. The parties have agreed to a class settlement.

Why did you receive this notice? You received this notice because the parties have agreed to a settlement on behalf of the following class: All persons (a) with an address in the United States (b) to whom Low Cost Interlock, Inc. leased an ignition interlock device for personal, family, or household purposes (c) with an initial lease term greater than four months (d) for which the lease was in force as of March 5, 2020 or was terminated on or after July 31, 2018 (the “Class”). If you are in the class, this settlement affects you.

What does the settlement provide? Defendant will establish a settlement fund of \$130,000 for the benefit of the Class and will no longer use the form lease agreement at issue in this case. Class members who submit timely, valid claims will receive an equal share of the settlement fund, estimated to be between \$29 and \$58, depending on the number of class members who timely participate. Also, separate from the fund, Defendant will pay, subject to approval by the Court, all costs of settlement administration; \$2,500 to the Class Representative for his service to the Class; and reasonable attorneys’ fees, costs, and litigation expenses to Class Counsel of up to \$135,000 in total. Please note that this settlement does not affect the validity of your ignition interlock lease agreement with Defendant or your responsibility for any remaining payment obligations under your lease agreement.

What are my legal rights and options? If you are a class member, you have four options. First, you may timely complete and return the claim form found on the backside of this postcard, in which case, if you are a member of the Class, you will receive an equal share of the settlement fund. Second, you may do nothing, in which case you will not receive a share of the settlement fund, but you will release any claim(s) that you have against Defendant related to the claims in this case. Third, you may exclude yourself from the settlement, in which case you will not receive a share of the settlement fund, but you will not release any claim(s) that you have against Defendant. And fourth, you may object to the settlement. Any claim, request for exclusion, or objection must be postmarked or filed with the Court, as necessary, on or before [DATE]. To obtain additional information regarding the manner in which you may exercise your legal rights and options, please visit www.gdrlawfirm.com/LowCost, or contact the settlement administrator by writing to: [ADMINISTRATOR 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 Central District of California, 3470 Twelfth Street, Riverside, California 92501-3801. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether it should be granted final approval. The Court will hear objections to the settlement, if any. The Court may make a decision at that time, postpone its decision, or continue the hearing. You do not have to attend this hearing.

Front Inside

This is a notice of a settlement of a class action lawsuit. This is not a notice of a lawsuit against you.

You may be entitled to compensation as a result of the settlement in the class action lawsuit captioned:

*Kemp v. Low Cost Interlock, Inc.,
5:19-cv-01445 (C.D. Cal.)*

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.

Kemp v. Low Cost Interlock, Inc.

c/o _____

Permit
Info here

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

ADDRESS SERVICE REQUESTED

CLAIM ID: << ID >>
<<Name >>
<<Address >>
<<City >>, <<State >> <<Zip >>

Front Outside

Carefully separate at perforation

UNITED STATES DISTRICT COURT
Central District of California

Kemp v. Low Cost Interlock, Inc.,
No. 5:19-cv-01445-JGB-SHK

CLAIM FORM

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

Name/Address Changes:

I am a person who signed an ignition interlock lease with Low Cost Interlock, Inc. (1) that was in force as of March 5, 2020 or had been terminated on or after July 31, 2018, (2) had a lease term of at least four months, and (3) for a device used primarily for family, personal, or household purposes. I wish to participate in this settlement.

Bottom Inside

IF YOU MOVE AFTER SUBMITTING THIS CLAIM FORM, send your **CHANGE OF ADDRESS** to the Settlement Administrator at the address on the reverse of this form.

Signature: _____ Date: _____

To Receive A Payment You Must Sign, Date And Mail This Claim Form,
Postmarked On Or Before [DATE].

To exclude yourself from the class action settlement you must mail a written request for exclusion to the Claims Administrator, postmarked on or before [DATE].
Your request must include the information required by the Court's [DATE] Order.

Please Affix
Postage Here

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

Bottom Outside

Kemp v. Low Cost Interlock, Inc.

Exhibit D

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

You may benefit from this class action settlement.

You are not being sued.

If you signed an ignition interlock device lease with Low Cost Interlock, Inc. lasting at least four months and that was in effect on March 5, 2020 or had been terminated on or after July 31, 2018, you may benefit from the settlement of this lawsuit.

*This case is titled Jake L. Kemp v. Low Cost Interlock, Inc.,
Case No. 5:19-cv-01445-JGB-SHK*

*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 an ignition interlock device lease with Low Cost Interlock, Inc. lasting at least four months and that was in effect on March 5, 2020 or had been terminated on or after July 31, 2018, for a device primarily 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 an ignition interlock device lease with Low Cost Interlock, Inc. lasting at least four months and that was in effect on March 5, 2020 or had been terminated on or after July 31, 2018, for a device primarily 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 Low Cost Interlock, Inc.
EXCLUDE YOURSELF	You will receive no benefits, but you will not be giving up any legal claims you may have against Low Cost Interlock, 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?

Jake L. Kemp (“Class Representative”) filed a class action lawsuit alleging that the defendant, Low Cost Interlock, Inc. (“Defendant”), violated the Consumer Leasing Act (the “CLA”) by failing to provide in his ignition interlock device lease agreement certain disclosures required by the CLA. Defendant denies that its conduct violated the CLA 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, Jake L. Kemp) 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) to whom Low Cost Interlock, Inc. leased an ignition interlock device for personal, family, or household purposes (c) with an initial lease term greater than four months (d) for which the lease was in force as of March 5, 2020 or was terminated on or after July 31, 2018.

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 portion of the settlement fund as a cash payment. The amount of that payment will depend on the number of Class members who participate. The total settlement fund is \$130,000, and, based on historical participation rates in this type of case, it is anticipated that participating Class Members will each receive between \$29 and \$58.

In addition, Defendant will no longer use the same form of ignition interlock lease agreement at issue in this case.

However, please note that this settlement does not affect the validity of your lease agreement with Defendant or your responsibility for any remaining payment obligations under your lease agreement.

6. When will I receive these benefits?

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

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

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

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

By staying in the settlement, all of the Court's orders will apply to you, and you give Defendant a "release." A release means you can't sue or be part of any other lawsuit against Defendant about the claims or issues in this lawsuit. Unless you exclude yourself from the settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant regarding any of the Released 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. pt. 1013.4, arising out of any ignition interlock lease agreement between you and Defendant that was to last at least four months and which was in force as of December 19, 2019 or was terminated on or after July 31, 2018. 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 Central District of California or access the class action settlement agreement at www.gdrlawfirm.com/LowCost.

9. How much will the Class Representative receive?

In addition to his equal share of the settlement fund, the Class Representative will receive a separate payment of \$2,500 from Defendant, subject to the Court's approval, in recognition of his service to the Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I get out of 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."

To exclude yourself from the settlement, you must send a letter by mail stating that you want to be excluded from *Jake L. Kemp v. Low Cost Interlock, Inc.*, Case No. 5:19-cv-01445-JGB-SHK. 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:

[Administrator address]

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

11. If I exclude myself, do I still receive benefits from this settlement?

No. You will not receive anything resulting from the settlement of this case if you exclude yourself, but you will have the right to sue Defendant over the claims raised in this case on your own in a different lawsuit. If you exclude yourself, the time you have in which to file your own lawsuit (called the “statute of limitations”) will begin to run again. You will have the same amount of time to file the suit that you had when this case was filed.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court has named the law firm of Greenwald Davidson Radbil PLLC as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense. If you choose to hire your own lawyer, he or she must file an appearance by **[DATE]**.

13. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys’ fees of up to \$130,000 and reimbursement of costs and expenses of up to \$5,000. You will *not* be charged by these lawyers; they will receive a payment from the Defendant in the total amount of \$135,000, 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

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

If you are a Class member, you can object to the settlement. In order to object to the settlement or any part of the settlement, you must submit your objection to the Court by **[DATE]**, stating that you object and the reasons why you think the Court should not approve the settlement. To be effective, an objection to the settlement must: (a) contain a heading which includes: *Jake L. Kemp v. Low Cost Interlock, Inc.*, Case No. 5:19-cv-01445-JGB-SHK; (b) provide your the name, address, telephone number, and email address (if available); (c) be filed with the Clerk of the Court no later than **[DATE]**; (d) contain the name, address, bar number, and telephone number of your counsel, if you are represented by an attorney; (e) provide documentation establishing that you are a Class Member; and (f) contain a statement of the specific basis for each objection.

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

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

Jonathan J. Faria
Kirkland & Ellis LLP
333 South Hope Street
Los Angeles, California 90071

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

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 Central District of California, 3470 Twelfth Street, Riverside, California 92501-3801**. 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 MAY ATTEND THIS HEARING, BUT YOU ARE NOT REQUIRED TO DO SO.

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 Central District of California.

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

You can call Greenwald Davidson Radbil PLLC, 7601 N. Federal Hwy., Suite A-230, Boca Raton, FL 33487, the firm representing the Class, at (561) 826-5477 if you have any questions. Before doing so, please read this full notice carefully. You can also send an email to jjohnson@gdrlawfirm.com or obtain information through Class Counsel's website at www.gdrlawfirm.com.

19. What if I have a new address?

If notice was sent to you at your current address, you do not have to do anything more to receive further notices concerning this case. However, if notice was forwarded to you, if you are planning to move, 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:

[Administrator address]

DO NOT CONTACT THE COURT REGARDING THIS NOTICE.