

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 January 11, 2021**. 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 January 11, 2021**, and sent to the following address:

Kemp v. Low Cost Interlock, Inc., c/o Class Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

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 **January 11, 2021**.

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 **January 11, 2021**, at the address listed below, 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 **January 11, 2021**; (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 **January 11, 2021** to the following addresses:

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

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

Clerk of Court
U.S. District Court for the Central District of California
3470 Twelfth Street
Riverside, California 92501-3801

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 **9:00 a.m.** on **March 15, 2021** at the **United States District Court for the Central District of California, 3470 Twelfth Street, Courtroom 1, 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:

**Kemp v. Low Cost Interlock, Inc., c/o Class Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103**

DO NOT CONTACT THE COURT REGARDING THIS NOTICE.