

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

You may benefit from this class action settlement.

You are not being sued.

If you signed an ignition interlock program service agreement with QS Next Chapter, LLC f/k/a Express Interlock LLC d/b/a QuickStart Ignition Interlock (1) for personal, family, or household purposes, (2) having an initial term greater than four months, and (3) which was in effect as of December 31, 2019 or terminated no earlier than May 8, 2019, you may benefit from the settlement of this class action lawsuit.

*This case is titled Daniel J. Rodriguez v. QS Next Chapter, LLC,
Case No. 2:20-cv-00897-DJH*

*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 program service agreement with QS Next Chapter, LLC f/k/a Express Interlock LLC d/b/a QuickStart Ignition Interlock (1) for personal, family, or household purposes, (2) having an initial term greater than four months, and (3) which was in effect as of December 31, 2019 or had been terminated no earlier than May 8, 2019, you will receive a cash payment as explained in Section No. 6 below if you submit a valid, timely claim form.
DO NOTHING BUT STAY IN THE SETTLEMENT	If you signed an ignition interlock program service agreement with QS Next Chapter, LLC f/k/a Express Interlock LLC d/b/a QuickStart Ignition Interlock (1) for personal, family, or household purposes, (2) having an initial term greater than four months, and (3) which was in effect as of December 31, 2019 or had been terminated no earlier than May 8, 2019, but you do <i>not</i> submit a valid, timely claim form, you will receive no benefits while also giving up your legal claims against QS Next Chapter, LLC.
EXCLUDE YOURSELF	You will receive no benefits, but you will not be giving up your legal claims against QS Next Chapter, LLC.
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. Why did I get this notice?

The plaintiff, Daniel J. Rodriguez (“Plaintiff”), filed a class action lawsuit alleging that the defendant, QS Next Chapter, LLC f/k/a Express Interlock LLC d/b/a QuickStart Ignition Interlock (“Defendant”), violated the Consumer Leasing Act (“CLA”) by offering him an ignition interlock program service agreement with inadequate disclosures. You received this notice because you have been identified from the Defendant’s records as a person who signed a similar program service agreement during the relevant time period.

2. What is this lawsuit about?

In this lawsuit, Plaintiff claimed that Defendant violated the CLA by failing to provide in his program service agreement certain required disclosures under the CLA concerning the agreement’s financial terms and other relevant provisions. Defendant denies that its conduct violated the CLA or any other applicable law.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Daniel J. Rodriguez) sue on behalf of a group of people (or a “Class”) who have similar claims. You are potentially a member of the Class.

4. Why is there a settlement?

In order to avoid the cost, risk, and delay of litigation, and uncertainty of trial, the parties agreed to settle. Plaintiff and class counsel believe the settlement is fair, reasonable, and adequate.

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

The Court has decided that everyone falling under the following definition is a Class Member:

All persons (a) with an address in Arizona, (b) who signed an ignition interlock Program Service Agreement with QS Next Chapter, LLC f/k/a Express Interlock LLC d/b/a QuickStart Ignition Interlock for personal, family, or household purposes, (c) with an initial lease term greater than four months, and (d) which was in effect as of December 31, 2019 or had been terminated no earlier than May 8, 2019.

You have been identified via the Defendant’s records as a potential member of this Class. There are approximately 6,140 potential Class Members.

YOUR BENEFITS UNDER THE SETTLEMENT

6. What can I get from the settlement?

Everyone who submits a valid, timely claim form will receive a cash payment, though the amount of that payment will depend on the number of Class Members who participate. If every Class Member participates in the settlement, each class member will receive a cash payment of approximately \$3.50 from the \$21,490 settlement fund. But based on historical participation rates in this type of case, Class Counsel anticipates that participating class members will each receive between \$17 and \$35.

Please note that this settlement does not affect the validity of your ignition interlock program service agreement with Defendant or your responsibility for any remaining payment obligations under that agreement.

7. 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.

8. 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 18, 2021**. If you do not submit a claim form, you will not be entitled to share in the settlement fund.

9. 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.

10. How much will the Class Representative receive?

The Defendant will pay \$1,500 to the Class Representative for his service to the Class, subject to the court's approval. This amount will be paid entirely separate from the class settlement fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

11. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail stating that you want to be excluded from *Daniel J. Rodriguez v. QS Next Chapter, LLC*, Case No. 2:20-cv-00897-DJH. Be sure to include your name, address, telephone number, email address (if applicable), signature, and the name and number of this case. You must mail your exclusion request so that it is postmarked **no later than January 18, 2021**, and sent to the following address:

First Class, Inc. / J14510 – Rodriguez
5410 Roosevelt Road, Suite 222
Chicago, IL 60644

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

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

THE LAWYERS REPRESENTING YOU

13. 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 18, 2021**.

14. How will the lawyers be paid?

Class Counsel, Greenwald Davidson Radbil PLLC, will ask the Court for an award of attorneys’ fees of up to \$52,000 and reimbursement of costs and litigation expenses of up to \$3,000. You will not be charged by these lawyers; however, they will receive a payment from the Defendant in an amount of up to \$55,000, subject to Court approval. Any monies awarded to Class Counsel will be paid by Defendant separate from the settlement fund. In other words, payment of Class Counsel’s attorneys’ fees, costs, and litigation expenses will not diminish the Class Members’ recoveries.

CLASS COUNSEL’S VIEWS ABOUT THE SETTLEMENT

15. 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. In a class action, the maximum possible recovery is (i) any actual damages suffered by the class members, and (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. In either an individual or a class action, the person bringing the suit can also recover attorneys' fees and the expenses of prosecuting the suit, if it is successful.

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

16. What is the Defendant's view of this settlement?

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

OBJECTING TO THE SETTLEMENT

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

17. 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 18, 2021** at the address listed below, stating that you object and the reasons why you think the Court should not approve the settlement. You must include the name and number of the case: *Daniel J. Rodriguez v. QS Next Chapter, LLC*, Case No. 2:20-cv-00897-DJH, your name, address, telephone number, email address (if applicable), signature, and the name and number of this case. If you are objecting to the settlement, you may also appear at the fairness hearing (explained below).

Clerk of Court
United States District Court for the District of Arizona – Phoenix Division
Sandra Day O'Connor U.S. Courthouse, Suite 130
401 West Washington Street, SPC1
Phoenix, AZ 85003-2118

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 18, 2021** to both of the following addresses:

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

David E. Funkhouser III
Spencer Fane LLP
2415 E. Camelback Road, Suite 600
Phoenix, AZ 85016

THE FAIRNESS HEARING

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

18. Where and when is the fairness hearing?

The Court will hold a fairness hearing at **10:00 a.m.** on **March 30, 2021** in **Courtroom 605** of the **United States District Court for the District of Arizona, 401 West Washington Street, Phoenix, Arizona 85003**. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable and adequate and in the best interests of the Class, and to determine the appropriate amount of compensation for Class Counsel. At that hearing the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement.

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

YOU ARE NOT REQUIRED TO ATTEND THIS HEARING.

GETTING MORE INFORMATION

19. How do I get more information?

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

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/QSNextChapter.

20. What if I have a new address?

If you wish to notify the class administrator of a new address, please do so by writing to:

First Class, Inc. / J14510 – Rodriguez
5410 Roosevelt Road, Suite 222
Chicago, IL 60644