

1 Pursuant to 28 U.S.C. § 1746, I hereby declare as follows:

2 1. My name is Jesse S. Johnson.

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

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

7 4. I am a partner at the law firm of Greenwald Davidson Radbil PLLC
8 (“GDR”), counsel for Daniel J. Rodriguez (“Plaintiff”) and the proposed class in the
9 above-titled action. I am admitted before this Court *pro hac vice*.

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

12 6. I have extensive experience litigating consumer protection and securities
13 fraud class actions, including class actions brought under the Consumer Leasing Act
14 (“CLA”).

15 7. GDR has been appointed class counsel in numerous class actions in this
16 district and throughout the country, including those brought under the CLA, Truth in
17 Lending Act, Fair Debt Collection Practices Act, and Telephone Consumer Protection
18 Act. *See, e.g., Danger v. Nextep Funding, LLC*, No. 18-567, 2020 WL 4034822 (D.
19 Minn. July 17, 2020); *Claxton v. Alliance CAS, LLC*, No. 19-61002, 2020 WL 2759826
20 (S.D. Fla. May 27, 2020); *Riddle v. Atkins & Ogle Law Offices, LC*, No. 19-249, 2020
21 WL 1303939 (S.D. W. Va. Feb. 26, 2020); *Taylor v. TimePayment Corp.*, No. 18-378,
22 2020 WL 906319 (E.D. Va. Feb. 24, 2020); *Sullivan v. Marinosci Law Grp., P.C., P.A.*,
23 No. 18-81368, 2019 WL 6709575 (S.D. Fla. Nov. 22, 2019); *Sheean v. Convergent*
24 *Outsourcing, Inc.*, No. 18-11532, 2019 WL 6039921 (E.D. Mich. Nov. 14, 2019);
25 *Knapper v. Cox Commc’ns, Inc.*, 329 F.R.D. 238 (D. Ariz. 2019) (Logan, J.); *Hoffman v.*
26 *Law Office of Fradkin & Weber, P.A.*, No. 19-163, 2019 WL 2723581 (D. Md. July 1,
27 2019); *Williams v. Bluestem Brands, Inc.*, No. 17-1971, 2019 WL 1450090 (M.D. Fla.
28 Apr. 2, 2019); *Spencer v. #1 A LifeSafer of Ariz., LLC*, No. 18-2225, 2019 WL 1034451

1 (D. Ariz. Mar. 4, 2019) (Bade, M.J.); *Dickens v. GC Servs. Ltd. P'ship*, No. 16-803, 2018
2 WL 4732478 (M.D. Fla. Oct. 2, 2018); *Johnson v. NPAS Solutions, LLC*, No. 17-80393,
3 2017 WL 6060778 (S.D. Fla. Dec. 4, 2017); *Beck v. Thomason Law Firm, LLC*, No. 16-
4 570, 2017 WL 3267751 (D.N.M. July 27, 2017); *James v. JPMorgan Chase Bank, N.A.*,
5 No. 15-2424, 2017 WL 2472499 (M.D. Fla. June 5, 2017); *Johnston v. Kass Shuler, P.A.*,
6 No. 16-3390, 2017 WL 1231070 (M.D. Fla. Mar. 29, 2017); *Ryan v. DeVille Asset*
7 *Mgmt., Ltd.*, No. 15-1067, 2016 WL 7165751 (D. Or. Dec. 7, 2016); *Jallo v. Resurgent*
8 *Capital Servs., L.P.*, No. 14-449, 2016 WL 6610322 (E.D. Tex. Nov. 8, 2016); *Rhodes v.*
9 *Nat'l Collection Sys., Inc.*, 317 F.R.D. 579 (D. Colo. 2016); *Gonzalez v. Germaine Law*
10 *Office PLC*, No. 15-1427, 2016 WL 5844605 (D. Ariz. Oct. 3, 2016) (Silver, J.);
11 *McCurdy v. Prof'l Credit Serv.*, No. 15-1498, 2016 WL 5853721 (D. Or. Oct. 3, 2016);
12 *Marcoux v. Susan J. Szwed, P.A.*, No. 15-93, 2016 WL 5720713 (D. Me. Oct. 3, 2016);
13 *Cobb v. Edward F. Bukaty, III, PLC*, No. 15-335, 2016 WL 4925165 (M.D. La. Sept. 14,
14 2016); *Cross v. Wells Fargo Bank, N.A.*, No. 15-1270, 2016 WL 5109533 (N.D. Ga.
15 Sept. 13, 2016); *Schell v. Frederick J. Hanna & Assocs., P.C.*, No. 15-418, 2016 WL
16 3654472 (S.D. Ohio July 8, 2016); *Schuchardt v. Law Office of Rory W. Clark*, 314
17 F.R.D. 673 (N.D. Cal. 2016); *Whitford v. Weber & Olcese, P.L.C.*, No. 15-400, 2016 WL
18 122393 (W.D. Mich. Jan. 11, 2016); *Garza v. Mitchell Rubenstein & Assocs., P.C.*, No.
19 15-1572, 2015 WL 9594286 (D. Md. Dec. 28, 2015); *Baldwin v. Glasser & Glasser,*
20 *P.L.C.*, No. 15-490, 2015 WL 77669207 (E.D. Va. Dec. 1, 2015); *McWilliams v.*
21 *Advanced Recovery Sys., Inc.*, 310 F.R.D. 337 (S.D. Miss. 2015); *Rhodes v. Olson*
22 *Assocs., P.C. d/b/a Olson Shaner*, 83 F. Supp. 3d 1096 (D. Colo. 2015); *Roundtree v.*
23 *Bush Ross, P.A.*, 304 F.R.D. 644 (M.D. Fla. 2015); *Gonzalez v. Dynamic Recovery*
24 *Solutions, LLC*, Nos. 14-24502, 14-20933, 2015 WL 738329 (S.D. Fla. Feb. 23, 2015).

25 8. Over the past five years, GDR has been appointed class counsel in class
26 actions that recovered a total of more than \$100 million for consumers nationwide.
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1 9. Multiple district courts have commented on GDR’s useful knowledge and
2 experience in connection with class action litigation. For example, Judge McNamee of
3 this district stated upon granting final approval to a class settlement:

4 I want to thank all of you. It’s been a pleasure. I hope that you will come
5 back and see us at some time in the future. And if you don’t, I have a lot of
6 cases I would like to assign you, because you’ve been immensely helpful
7 both to your clients and to the Court. And that’s important. So I want to
8 thank you all very much.

8 *Ritchie v. Van Ru Credit Corp.*, No. 12-1714 (D. Ariz. July 21, 2014).

9 10. In *Schwyhart v. AmSher Collection Servs., Inc.*, Judge John E. Ott, Chief
10 Magistrate Judge of the Northern District of Alabama, stated upon granting final approval
11 of a class action settlement in which he appointed GDR as class counsel:

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

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

17 11. In *McWilliams v. Advanced Recovery Sys., Inc.*, Judge Carlton W. Reeves
18 of the Southern District of Mississippi described GDR as follows:

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

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

1 12. And most recently, in *Riddle v. Atkins & Ogle Law Offices, LC*, Judge
2 Robert C. Chambers of the Southern District of West Virginia noted in approving a class
3 settlement and awarding attorneys' fees:

4 GDR is an experienced firm that has successfully litigated many complex
5 consumer class actions. Because of its experience, GDR has been appointed
6 class counsel in many class actions throughout the country, including
7 several in the Fourth Circuit. GDR employed that experience here in
8 negotiating a favorable result that avoids protracted litigation, trial, and
9 appeals.

10 No. 19-249, 2020 WL 3496470, at *3 (S.D. W. Va. June 29, 2020) (internal citations
11 omitted).

12 13. More information about GDR's practice is available on the firm's website:
13 www.gdrllawfirm.com.

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

16 15. GDR has advanced all costs necessary to successfully prosecute this action
17 to date, and it will continue to do so through preliminary and final approval.

18 16. I submit this declaration in support of Plaintiff's unopposed motion for
19 preliminary approval of the class action settlement reached by the parties.

20 17. I firmly believe this settlement to be fair, reasonable, and adequate, and in
21 the best interests of all class members.

22 18. QS Next Chapter, LLC f/k/a Express Interlock LLC d/b/a QuickStart
23 Ignition Interlock ("Defendant") will establish a \$21,490 class settlement fund—which
24 well exceeds one percent of Defendant's balance sheet net worth (the limit on class
25 statutory damages imposed by the CLA)—for the benefit of more than 6,100 potential
26 class members, resulting in anticipated per-claimant recoveries of \$17 to \$35 based on
27 historical participation rates.

28 19. The parties have agreed that any unclaimed settlement funds will be
redirected to Special Olympics of Arizona as a *cy pres* award recipient rather than revert
to Defendant.

1 20. Defendant separately will pay \$1,500 to Plaintiff in recognition of his
2 service to class members, subject to the Court's approval.

3 21. Additionally, Defendant no longer uses the form ignition interlock program
4 service agreement underlying this litigation.

5 22. Defendant will pay all costs of class notice and settlement administration,
6 to be conducted by a third-party administrator, separate and apart from the class
7 settlement fund and individual award to Plaintiff.

8 23. Upon court approval, the parties will provide direct mail notice to all class
9 members to inform them of this settlement and of their rights in connection therewith.

10 24. The appointed class administrator will mail the notices to class members'
11 last known addresses from Defendant's records, which will include pre-addressed
12 detachable claims forms by which class members may confirm their eligibility and elect
13 to participate in the class settlement fund.

14 25. Defendant also will separately pay an award of attorneys' fees, costs, and
15 litigation expenses to GDR, in an amount ultimately determined by the Court.

16 26. In advance of the deadline for class members to object, Plaintiff will submit
17 a motion seeking the Court's approval of an award of attorneys' fees, costs, and expenses
18 for GDR, and the parties will continue to negotiate the amount of that request up to the
19 filing of Plaintiff's motion.

20 27. Given the significant recoveries obtained here—particularly in light of the
21 risks associated with continued litigation, as well as the limitations on damages imposed
22 by the CLA—I firmly believe that this settlement is fair, reasonable, and adequate, and
23 should be approved.

24 28. Attached as Exhibit 1 is a true and correct copy of the parties' class action
25 settlement agreement, including that agreement's exhibits:

- 26 (i) the proposed Order of Preliminary Approval (Exhibit A);
27 (ii) the proposed Final Order and Judgment (Exhibit B);
28 (iii) the proposed direct mail class notice (Exhibit C); and

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(iv) the proposed long-form website class notice (Exhibit D).

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

Executed on August 12, 2020.

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

Exhibit 1

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Daniel J. Rodriguez, on behalf of himself and others similarly situated,)	Case No. 2:20-cv-00897-DJH
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Plaintiff,)	
)	
vs.)	
)	
QS Next Chapter, LLC f/k/a Express Interlock LLC d/b/a QuickStart Ignition Interlock,)	
)	
Defendant.)	

CLASS ACTION SETTLEMENT AGREEMENT

This class action settlement agreement (“Agreement”) is entered into between Daniel J. Rodriguez (“Plaintiff” or “Class Representative”), individually and on behalf of the “Class Members” (as defined below), and QS Next Chapter, LLC f/k/a Express Interlock LLC d/b/a QuickStart Ignition Interlock (“Defendant”). This Agreement is intended by Defendant and Plaintiff, on behalf of himself and the Class Members (collectively, the “Parties”), to fully, finally, and forever resolve, discharge, and settle the “Released Claims” (as defined below), upon and subject to the terms and conditions contained herein.

RECITALS

WHEREAS, on May 8, 2020, Plaintiff filed a class action complaint (the “Lawsuit”) against Defendant in the United States District Court for the District of Arizona, Case No. 2:20-cv-00897-DJH, asserting putative class claims arising from the Consumer Leasing Act (“CLA”), 15 U.S.C. § 1667 *et seq.*;

1 WHEREAS, Plaintiff alleges that Defendant violated the CLA by failing to make
2 proper disclosures in its ignition interlock device agreements with Arizona consumers,
3 but Defendant expressly denies any liability whatsoever to Plaintiff or the Class
4 Members, or that it violated the CLA;

5 WHEREAS, the Parties desire and intend to settle and resolve all of the claims
6 asserted in the Lawsuit;

7 WHEREAS, the Parties wish to avoid the expense and uncertainty of continued
8 litigation;

9 WHEREAS, the Parties believe that settlement by way of this Agreement is in
10 their best interests;

11 WHEREAS, counsel for the Class Members have conducted an evaluation of the
12 claims to determine how best to serve the interests of the Class Members;

13 WHEREAS, counsel for the Class Members believe, in view of the costs, risks,
14 and delays of continued litigation and appeals balanced against the benefits of
15 settlement to the Class Members, that the class settlement as provided in this
16 Agreement is in the best interest of the Class Members and is a fair, reasonable, and
17 adequate resolution of the Lawsuit;

18 WHEREAS, prior to entering into this Agreement, and to inform their settlement
19 negotiations, counsel for the Parties exchanged informal discovery concerning the class
20 size, information concerning the alleged claims and defenses to such claims, and
21 potential class damages;

22 WHEREAS, the Parties desire and intend to seek court approval of the
23 settlement of the Lawsuit as set forth in this Agreement and, upon such approval, to
24 seek entry of a Final Order and Judgment dismissing with prejudice the claims of the
25 Class Members as set forth herein;

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1 WHEREAS, the Parties and their counsel agree to recommend approval of this
2 Agreement to the Court and to any regulatory authority responding to the proposed
3 settlement pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §§
4 1332(d), 1453, and 1711-1715; and

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

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

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

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

13 B. “Final Order Day” means the day upon which the Final Order and
14 Judgment becomes “Final.” The Final Order and Judgment becomes “Final” upon the
15 expiration of any available appeal period following entry of the Final Order and
16 Judgment. If any appeal is filed from the Final Order and Judgment, then the Final
17 Order Day will be the first date after the conclusion of all appeals, so long as the Final
18 Order and Judgment is not reversed or vacated.

19 C. “Class Member” means any person who meets the following definition:

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

26 D. “Released Claims” means all claims under the CLA that arise out of
27 ignition interlock program service agreements between Defendant and Class Members
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1 that were in force as of December 31, 2019, or had been terminated no earlier than May
2 8, 2019.

3 E. “Released Parties” means QS Next Chapter, LLC, Express Interlock LLC,
4 and QuickStart Ignition Interlock, and each of their past, present, and future directors,
5 officers, employees, partners, principals, members, managers, shareholders, and
6 attorneys.

7 2. CLASS CERTIFICATION – Plaintiff will seek, and Defendant will not oppose,
8 preliminary approval of the settlement on behalf of the class defined above in ¶ 1(C).
9 Defendant represents that there are approximately 6,140 potential Class Members.

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

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

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

22 6. ADMINISTRATION AND NOTIFICATION PROCESS – A third-party class
23 administrator jointly selected by and agreeable to the parties (“Class Administrator”)
24 will administer the settlement and notification of the settlement to the Class Members.
25 The costs and expenses for the administration of the settlement and class notice,
26 including all work necessary to identify current contact information for the Class
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1 Members, will be paid by Defendant separate and apart from the Settlement Fund
2 (defined below in ¶ 10(A)). The Class Administrator will be responsible for mailing the
3 approved direct mail notice and settlement checks to the Class Members.

4 7. The Parties will provide notice of the settlement to the Class Members as
5 follows:

6 A. Direct Mail Notice – The Class Administrator will, as expeditiously as
7 possible but not to exceed 21 days after the Court’s entry of the Order of Preliminary
8 Approval of Class Action Settlement, send via U.S. mail written notice of the
9 settlement to each Class Member at his or her last known valid address, address
10 correction requested, as provided by Defendant. Defendant will provide the names and
11 last-known addresses of all potential Class Members to the Class Administrator, in a
12 Microsoft Excel spreadsheet or some other editable format, within 10 days of the filing
13 of Plaintiff’s unopposed motion for preliminary approval of class action settlement. The
14 direct mail notice will include a detachable claim form to be returned to the Class
15 Administrator to indicate the Class Member’s desire to take part in the Settlement Fund
16 (defined below), and to confirm that he or she entered into his or her ignition interlock
17 Program Service Agreement for personal, family, or household (rather than business or
18 commercial) purposes.

19 Before sending the direct mail notice, the Class Administrator will confirm and,
20 if necessary, update the addresses for the Class Members through the standard
21 methodology it currently uses to update addresses, including attempting to identify the
22 name and address of each Class Member. If any notice is returned with a new address,
23 the Class Administrator will re-mail the notice to the new address and update the Class
24 Member address list with all forwarding addresses. If any notice is returned
25 undeliverable without a new address, the Class Administrator will run a skip-trace
26 search to attempt to locate an updated address and will re-mail the notice to the new
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1 address if a new address can be located. The direct mail notice to the Class Members
2 will be in substantially the same form attached as **Exhibit C**, subject to the Court's
3 approval of the notice.

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

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

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

17 A. Any Class Member who desires to receive his or her pro-rata portion of
18 the Settlement Fund (defined below in ¶ 10(A)) must submit a timely and valid claim,
19 pursuant to and in the form attached as Exhibit C.

20 B. Any Class Member who desires to be excluded from the class must send a
21 written request for exclusion to the Class Administrator with a postmark date no later
22 than 60 days after the court's entry of the Order of Preliminary Approval of Class
23 Action Settlement. The Class Administrator will provide a list of the names of each
24 Class Member who submitted a timely exclusion to Class Counsel after the deadline
25 passes. A copy of this list will be provided to the court in connection with Plaintiff's
26 Unopposed Motion for Final Approval of Class Action Settlement.

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

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

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

12 F. In the written objection, the Class Member must provide his or her full
13 name, address, telephone number, and email address (if available); give the reasons for
14 his or her objection; state whether he or she intends to appear at the fairness hearing on
15 his or her own behalf or through counsel; and sign the objection. Further, the Class
16 Member must attach to his or her objection any documents supporting the objection.

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

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

21 I. If a Class Member submits both an exclusion and an objection, he or she
22 will be considered to have submitted an exclusion (and not an objection) and will be
23 excluded from the settlement class.

24 J. Exclusion requests and objections must be provided in an individual
25 capacity for each respective Class Member. "Mass," "class," and/or "representative"
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1 exclusion requests or objections, made on behalf of multiple Class Members, are not
2 acceptable and will not be valid.

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

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

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

14 A. Settlement Fund – Defendant, in consultation with the Class
15 Administrator, will cause to be established a \$21,490 settlement fund (“Settlement
16 Fund”), within seven days after the Final Order Day. The \$21,490 Settlement Fund is
17 contingent on there being no more than 6,140 potential Class Members, including
18 Plaintiff. Should Defendant discover additional potential Class Members, the
19 Settlement Fund will be increased by \$3.50 per additional Class Member. Each Class
20 Member who timely submits a valid claim form via U.S. Mail will receive a pro-rata
21 portion of the Settlement Fund, to be calculated based on the number of Class Members
22 who submit such timely, valid claims.

23 Within 21 days after the Final Order Day, the Class Administrator will send via
24 U.S. mail a settlement check to each Class Member who participates in the settlement.
25 Defendant's obligations pursuant to this paragraph will be considered fulfilled upon the
26 mailing of the settlement checks, regardless of whether any settlement check is
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1 received, returned, or cashed, except that the Class Administrator will be obligated to
2 take reasonable steps to forward all settlement checks returned with a forwarding
3 address to such forwarding addresses. Each settlement check will be void 120 days after
4 mailing.

5 To the extent that any funds remain in the Settlement Fund after the void date
6 (from uncashed checks or otherwise), such funds will be paid to Special Olympics of
7 Arizona as a *cy pres* recipient. No money from the Settlement Fund will revert to
8 Defendant.

9 B. Payment to Plaintiff – In addition to his pro-rata share of the Settlement
10 Fund, and subject to the court’s approval, Defendant will separately pay \$1,500 to
11 Plaintiff within 14 days after the Final Order Day, in recognition of his service to the
12 Class Members.

13 C. Change in Defendant’s Conduct – Defendant affirms that, as of the date
14 of this Agreement, and while denying any past wrongdoing and denying that its ignition
15 interlock program service agreements are subject to the CLA, it no longer uses the form
16 agreement signed by Plaintiff.

17 D. Attorneys’ Fees and Expenses of Class Counsel – In advance of the final
18 fairness hearing, Class Counsel will file an application for reasonable attorneys’ fees,
19 costs, and expenses. Defendant will not object to an award of attorneys’ fees, costs and
20 expenses, but reserves its right to contest the amount of such an award. Any amount
21 awarded to Class Counsel for attorneys’ fees, costs, and expenses will be paid by
22 Defendant separate and apart from the Settlement Fund, costs of Settlement
23 Administration, and any payment to Plaintiff. Defendant reserves its right to contest the
24 amount of attorneys’ fees, costs, and expenses sought by Class Counsel.
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1 Defendant will forward to Class Counsel payment for the attorneys' fees, costs,
2 and expenses awarded by the Court no later than 14 days after the Court's order
3 approving such attorneys' fees, costs, and expenses. Upon payment of the awarded
4 attorneys' fees, costs, and expenses to Class Counsel, the Released Parties will have no
5 further obligation with respect to Class Counsel's fees, costs, and expenses, or the fees,
6 costs, or expenses of any other attorney on behalf of Plaintiff or any Class Member.

7 E. Settlement Administration – Separate from the Settlement Fund, any
8 payment to Plaintiff, and the Attorneys' Fees and Expenses of Class Counsel,
9 Defendant will be responsible for paying all costs of class notice and administration of
10 the settlement by the Class Administrator.

11 11. COVENANT NOT TO SUE – Plaintiff agrees and covenants, and each Class
12 Member will be deemed to have agreed and covenanted, not to sue any Released Party
13 with respect to any of the Released Claims.

14 12. MUTUAL NON-DISPARAGEMENT – The parties will refrain from
15 disparaging each other or taking any action designed to harm the perception of either
16 party regarding any issue related directly or indirectly to the Lawsuit or the Agreement.

17 13. TERMINATION – After completing a good-faith negotiation, Plaintiff and
18 Defendant will each have the right to terminate this Agreement by providing written
19 notice to the other within seven days following:
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21 A. The Court's refusal to enter an Order of Preliminary Approval of Class
22 Action Settlement in substantially the form attached as Exhibit A;

23 B. The Court's refusal to approve the settlement following notice to the
24 Class Members and the final fairness hearing; or

25 C. The filing by one hundred (100) or more Class Members of valid and
26 timely requests for exclusion.
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1 If either Plaintiff or Defendant terminates this Agreement as provided herein, the
2 Agreement will be null and void and of no force and effect, and the Parties' rights and
3 defenses will be restored, without prejudice, to their respective positions as if this
4 Agreement had never been executed.

5 The procedure for and the allowance or disallowance by the Court of any
6 applications by Plaintiff or Class Counsel for attorneys' fees, costs, and expenses are
7 not part of the settlement set forth herein and are to be considered by the Court
8 separately from the Court's consideration of the fairness, reasonableness, and adequacy
9 of the settlement set forth herein. Any order regarding an application for attorneys' fees
10 and expenses will not operate to terminate or cancel this settlement, or affect the finality
11 of the settlement of this matter.

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

15 15. This Agreement is for settlement purposes only. The Parties acknowledge that
16 this Agreement is not an admission of wrongdoing, negligence, or liability by
17 Defendant or any Released Party. Defendant expressly denies any liability whatsoever
18 to Plaintiff or the Class Members. Defendant's non-opposition to certification of the
19 settlement class does not constitute an admission or stipulation by Defendant. Nothing
20 in this Agreement shall be used as, or admissible in, evidence by any party in any
21 proceeding other than one to enforce the terms of the Agreement.

22 16. No representations, warranties, or inducements have been made to any of the
23 Parties, other than those representations, warranties, and covenants contained in this
24 Agreement.

1 17. This Agreement contains the entire agreement between the Parties and
2 supersedes any and all other agreements between the Parties. The terms of this
3 Agreement are contractual.

4 18. This Agreement is to be interpreted in accordance with Arizona law.

5 19. Any dispute, challenge, or question relating to this Agreement is to be heard only
6 by the United States District Court for the District of Arizona.

7 20. The Parties agree that the United States District Court for the District of Arizona
8 has subject matter jurisdiction over the claims at issue and will request that it retain
9 continuing and exclusive jurisdiction over the Parties to this Agreement, and over the
10 administration and enforcement of this Agreement.

11 21. This Agreement will be binding upon and inure to the benefit of the Parties and
12 their representatives, heirs, successors, and assigns.

13 22. If, after the date of this Agreement, any provision hereof is held to be illegal,
14 invalid or unenforceable, such provision shall be fully severable, and the remainder of
15 the Agreement shall remain enforceable and not affected thereby if mutually agreed by
16 Plaintiff and Defendant.

17 23. This Agreement is deemed to have been drafted jointly by the Parties and, in
18 construing and interpreting this Agreement, no provision of this Agreement will be
19 construed or interpreted against any party because such provision, or this Agreement as
20 a whole, was purportedly prepared or requested by such party.

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

24 25. The Parties understand that this Agreement is a public document that will be
25 filed with the Court for its review and approval. Class Counsel will post information
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27
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1 about the settlement on its website, including the long-form class notice, settlement
2 agreement, and other documents of interest to Class Members.

3 26. Class Counsel represents and warrants that it has not been retained by any
4 individuals other than Plaintiff with claims against QS Next Chapter, LLC, Express
5 Interlock LLC, or QuickStart Ignition Interlock. The Parties acknowledge that this
6 representation is a material term of this Agreement.

7 27. Plaintiff represents and warrants that he is the sole and exclusive owner of all
8 claims that he is personally releasing under this Agreement.

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

13 If to Plaintiff or the Class:

14 Jesse S. Johnson
15 Greenwald Davidson Radbil PLLC
16 7601 N. Federal Hwy., Suite A-230
Boca Raton, Florida 33487

17 If to Defendant:

18 David E. Funkhouser III (No. 022449)
19 SPENCER FANE LLP
20 2415 E. Camelback Road, Suite 600
Phoenix, Arizona 85016

21
22
23 [SIGNATURES ON FOLLOWING PAGE]
24
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1 IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused
2 this Agreement to be executed:

3
4 *Daniel Rodriguez*

Daniel Rodriguez (Aug 11, 2020 18:20 PDT)

Dated: August 11, 2020

5 Daniel J. Rodriguez

6
7 *Jesse S. Johnson*

Jesse S. Johnson (Aug 11, 2020 22:40 EDT)

Dated: August 11, 2020

8 Jesse S. Johnson
9 Greenwald Davidson Radbil PLLC
10 7601 N. Federal Hwy., Suite A-230
11 Boca Raton, Florida 33487

12
13
14 *Class Counsel*

Dated: August ____, 2020

15
16
17
18 _____
19 For QS Next Chapter, LLC

Dated: August ____, 2020

20 David E. Funkhouser III (No. 022449)
21 SPENCER FANE LLP
22 2415 E. Camelback Road, Suite 600
23 Phoenix, Arizona 85016

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28 *Counsel for Defendant*

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

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Daniel J. Rodriguez

Dated: August __, 2020

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

Dated: August __, 2020

Class Counsel



For QS Next Chapter, LLC

Dated: August 12th, 2020



David E. Funkhouser III (No. 022449)
SPENCER FANE LLP
2415 E. Camelback Road, Suite 600
Phoenix, Arizona 85016

Dated: August 12, 2020

Counsel for Defendant

Exhibit A

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Daniel J. Rodriguez, on behalf of himself)
and others similarly situated,)

Plaintiff,)

vs.)

QS Next Chapter, LLC f/k/a Express)
Interlock LLC d/b/a QuickStart Ignition)
Interlock,)

Defendant.)
_____)

Case No. 2:20-cv-00897-DJH

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

WHEREAS, this Court has been advised that the parties to this action, Daniel J. Rodriguez (“Plaintiff” or “Class Representative”), and QS Next Chapter, LLC f/k/a Express Interlock LLC d/b/a QuickStart Ignition Interlock (“Defendant”), through their respective counsel, have agreed, subject to Court approval following notice to the Class Members and a hearing, to settle the above-captioned lawsuit (“Lawsuit”) upon the terms and conditions set forth in the Class Action Settlement Agreement (“Agreement”), which has been filed with the Court, and the Court deeming that the definitions set forth in the Agreement are hereby incorporated by reference (with capitalized terms as set forth in the Agreement);

NOW, THEREFORE, based upon the Agreement and all of the files, records, and proceedings herein, and it appearing to this Court that, upon preliminary examination, the proposed settlement appears fair, reasonable, and adequate, and that a hearing should and

1 will be held on _____, **2020** after notice to the Class Members, to confirm
2 that the proposed settlement is fair, reasonable, and adequate, and to determine whether a
3 Final Order and Judgment should be entered in this Lawsuit:

4 IT IS HEREBY ORDERED:

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

7 In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d),
8 1453, and 1711-1715, First Class, Inc.—the designated Class Administrator—will cause
9 to be served, on behalf of Defendant, written notice of the proposed class settlement on
10 the United States Attorney General and the Attorney General of the State of Arizona.

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

14 All persons (a) with an address in Arizona, (b) who signed an ignition
15 interlock Program Service Agreement with QS Next Chapter, LLC f/k/a
16 Express Interlock LLC d/b/a QuickStart Ignition Interlock for personal,
17 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.

18 Defendant represents that there are approximately 6,140 potential Class Members,
19 including Plaintiff. This preliminary certification is for settlement purposes only and shall
20 not be deemed to be an adjudication of any fact or issue.

21 Pursuant to Rule 23, the Court appoints Daniel J. Rodriguez as the Class
22 Representative. The Court also appoints Jesse S. Johnson of Greenwald Davidson Radbil
23 PLLC as Class Counsel. *See Spencer v. #1 A LifeSafer of Ariz., LLC*, No. 18-2225, 2019
24 WL 1034451 (D. Ariz. Mar. 4, 2019) (Bade, M.J.) (preliminarily approving class
25 settlement under the Consumer Leasing Act (“CLA”) and appointing Greenwald
26 Davidson Radbil PLLC class counsel); *Gonzalez v. Germaine Law Office PLC*, No. 15-
27 1427, 2016 WL 3360700 (D. Ariz. June 1, 2016) (Silver, J.) (same, but for class
28 settlement under the Fair Debt Collection Practices Act (“FDCPA”)); *Schuchardt v. Law*

1 *Office of Rory W. Clark*, 314 F.R.D. 673 (N.D. Cal. 2016) (finally approving FDCPA
2 class settlement and confirming appointment of Greenwald Davidson Radbil PLLC as
3 class counsel).

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

6 A. The Class Members are so numerous that joinder of all of them in the
7 Lawsuit is impracticable;

8 B. There are questions of law and fact common to the Class Members, which
9 predominate over any individual questions;

10 C. Plaintiff's claims are typical of the claims of the Class Members;

11 D. Plaintiff and Class Counsel have fairly and adequately represented and
12 protected the interests of all Class Members; and

13 E. Class treatment of these claims will be efficient and manageable, thereby
14 achieving an appreciable measure of judicial economy, and a class action is
15 superior to other available methods for a fair and efficient adjudication of this
16 controversy.
17

18 *Schuchardt*, 314 F.R.D. at 679-80.

19 This Court preliminarily finds that the settlement of the Lawsuit, on the terms and
20 conditions set forth in the Settlement Agreement is in all respects fundamentally fair,
21 reasonable, adequate, and in the best interest of the Class Members, especially in light of
22 the benefits to the Class Members; the strengths and weaknesses of Plaintiff's case; the
23 anticipated complexity, duration and expense of additional litigation; the risk and delay
24 inherent in possible appeals; the limited amount of any potential total recovery for the
25 Class Members given the cap on statutory damages for claims brought pursuant to the
26 CLA; and the opinion of Class Counsel, who are highly experienced in consumer
27 protection class action litigation. *See Catala v. Resurgent Capital Servs. L.P.*, No. 08-
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1 2401, 2010 WL 2524158, at *2 (S.D. Cal. June 22, 2010) (citing *Officers for Justice v.*
2 *Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982)).

3 A third-party class administrator acceptable to the parties will administer the
4 settlement and notification to Class Members. The class administrator will be responsible
5 for locating Class Members, mailing the approved class action notice with detachable
6 claim form, processing claims, and ultimately mailing settlement checks to those Class
7 Members who timely submit a valid claim form. The costs of administration will be paid
8 by Defendant separate and apart from the Settlement Fund. Upon the recommendation of
9 the parties, this Court hereby appoints the following class administrator: First Class, Inc.

10 This Court approves the form and substance of the Direct Mail Notice, attached to
11 the Agreement as Exhibit C, as well as the long-form class notice, attached to the
12 Agreement as Exhibit D. The proposed forms and method for notifying the Class
13 Members of the settlement and its terms and conditions meet the requirements of Rule
14 23(c)(2)(B) and due process, constitute the best notice practicable under the
15 circumstances, and constitute due and sufficient notice to all persons and entities entitled
16 to the notice. *See Decohen v. Abbasi, LLC*, 299 F.R.D. 469, 479 (D. Md. 2014) (“Under
17 the circumstances of this case, when all class members are known in advance, the Court
18 finds that the method of direct mail notice to each class member’s last known address—
19 and a second notice if the first was returned as undeliverable—was the best practicable
20 notice.”).

21 This Court finds that the proposed notice program is clearly designed to advise the
22 Class Members of their rights. In accordance with the Agreement, the class administrator
23 will mail the Direct Mail Notice to the Class Members as expeditiously as possible, but in
24 no event later than 21 days after the Court’s entry of this order, *i.e.*, **no later than**
25 _____, **2020**. The class administrator will confirm, and if necessary,
26 update the addresses for the Class Members through standard methodology that the class
27 administrator currently uses to update addresses.
28

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

5 Any Class Member who desires to be excluded from the class must send a written
6 request for exclusion to First Class, Inc. with a postmark date no later than 60 days after
7 the Court's entry of this order, *i.e.*, **no later than** _____, **2020**. To be
8 effective, the written request for exclusion must state the Class Member's full name,
9 address, telephone number, and email address (if available), along with a statement that
10 the Class Member wishes to be excluded, and his or her signature. Any Class Member
11 who submits a valid and timely request for exclusion will not be bound by the terms of
12 the Agreement.

13 Any Class Member who intends to object to the fairness of this settlement must
14 file a written objection with the Court within 60 days after the Court's entry of this order,
15 *i.e.*, **no later than** _____, **2020**. Further, any such Class Member must,
16 within the same time period, provide a copy of the written objection to Class Counsel,
17 attention: Jesse S. Johnson, Greenwald Davidson Radbil PLLC, 7601 N. Federal Hwy.,
18 Suite A-230, Boca Raton, FL 33487; and counsel for Defendant, David E. Funkhouser
19 III, Spencer Fane LLP, 2415 E. Camelback Road, Suite 600, Phoenix, Arizona 85016.

20 To be effective, the written objection must:

- 21
- 22 (a) Contain a heading which includes the name of the case and case number;
 - 23 (b) Provide the name, address, telephone number, and email address (if
24 available) of the Class Member filing the objection;
 - 25 (c) Be filed with the Clerk of the Court no later than 60 days after the Court
26 preliminarily approves the settlement;
- 27
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1 (d) Be sent by first-class mail to Class Counsel and counsel for Defendant at
2 the addresses designated in the class notice, postmarked no later than 60 days after
3 the Court preliminarily approves the settlement;

4 (e) Contain the name, address, bar number, and telephone number of the
5 objecting Class Member's counsel, if represented by an attorney. If the Class
6 Member is represented by an attorney, he/she or it must comply with all applicable
7 laws and rules for filing pleadings and documents in the U.S. District Court for the
8 District of Arizona;

9 (f) Contain a statement of the specific basis for each objection; and

10 (g) Include the Class Member's signature.

11 Any Class Member who has timely filed an objection may appear at the final
12 fairness hearing, in person or by counsel, to be heard to the extent allowed by the Court,
13 applying applicable law, in opposition to the fairness, reasonableness, and adequacy of
14 the settlement, and on the application for an award of attorneys' fees, costs, and expenses.

15 Upon final approval from the Court, the class administrator will mail a settlement
16 check to each Class Member who submits a valid, timely claim form. Each participating
17 Class Member will receive a pro-rata portion of the \$21,490 Settlement Fund.

18 The Court will conduct a fairness hearing on _____, **2020** at the United
19 States District Court for the District of Arizona, 401 West Washington Street, Phoenix,
20 Arizona 85003, to review and rule upon the following issues:

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

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

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

1 D. To discuss and review other issues as the Court deems appropriate.

2 Attendance by Class Members at the final fairness hearing is not necessary. Class
3 Members need not appear at the hearing or take any other action to indicate their
4 approval of the proposed class action settlement. Class Members wishing to be heard are,
5 however, required to appear at the final fairness hearing. The hearing, however, may be
6 postponed, adjourned, transferred, or continued without further notice to the Class
7 Members.

8 Consistent with *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988 (9th Cir.
9 2010), Plaintiff's petition for an award of attorneys' fees and reimbursement of costs and
10 expenses for Class Counsel must be filed with the Court within 30 days after the Court's
11 entry of this order, *i.e.*, **no later than** _____, **2020**. Any opposition to
12 Plaintiff's fee and expense petition must be filed with the Court no later than 60 days
13 after the Court's entry of this order, *i.e.*, **no later than** _____, **2020**.
14 Plaintiff's reply memorandum in further support of his fee and expense petition must be
15 filed with the Court no later than 14 days after submission of any opposition to the
16 petition.

17 Submissions by the Parties in support of the settlement, including memoranda in
18 support of final approval of the proposed settlement, and responses to any objections,
19 must be filed with the Court no later than 28 days prior to the final fairness hearing, *i.e.*,
20 **no later than** _____, **2020**. Any opposition to the foregoing must be
21 filed with the Court no later than 14 days prior to the final fairness hearing, *i.e.*, **no later**
22 **than** _____, **2020**. Reply memoranda in support of the foregoing must
23 be filed with the Court no later than 7 days prior to the final fairness hearing, *i.e.*, **no**
24 **later than** _____, **2020**.

25 This Order will be null and void if any of the following occur:

26 A. Any specified material condition to the settlement set forth in the
27 Agreement is not satisfied and the satisfaction of such condition is not waived in
28 writing by the Parties; or

1 B. The Court approves the Agreement, including any amendment thereto
2 approved by the Parties, but such approval is reversed on appeal and such reversal
3 becomes final by lapse of time or otherwise.

4 If the Agreement and/or this Order are voided, then the Agreement will be of no
5 force and effect, and the Parties' rights and defenses will be restored, without prejudice,
6 to their respective positions as if the Agreement had never been executed and this order
7 never entered.

8 This Court retains continuing and exclusive jurisdiction over the action to consider
9 all further matters arising out of or connected with the settlement, including the
10 administration and enforcement of the Agreement.

11 This Court sets the following schedule:

<u>Date</u>	<u>Event</u>
_____	Preliminary Approval Order Entered
_____	Direct Mail Notice Sent (21 days after entry of Preliminary Approval Order)
_____	Filing of Plaintiff's Petition for Attorneys' Fees, Costs, and Expenses (30 days after entry of Preliminary Approval Order)
_____	Deadline to Submit Claim, Exclusion Request, Objection, or Opposition to Plaintiff's Fee and Expense Petition (60 days after entry of Preliminary Approval Order)
_____	Filing of Plaintiff's Motion for Final Approval and Response to any Objections (28 days prior to final fairness hearing)
_____	Filing of Opposition to Final Approval (14 days prior to final fairness hearing)
_____	Filing of reply in support of Final Approval (7 days prior to final fairness hearing)
_____	Final fairness hearing held

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Exhibit B

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Daniel J. Rodriguez, on behalf of himself)
and others similarly situated,)

Plaintiff,)

vs.)

QS Next Chapter, LLC f/k/a Express)
Interlock LLC d/b/a QuickStart Ignition)
Interlock,)

Defendant.)
_____)

Case No. 2:20-cv-00897-DJH

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

On August 12, 2020, Daniel J. Rodriguez (“Plaintiff”) filed his unopposed motion to preliminarily approve the parties’ proposed class settlement.

On _____, 2020, First Class, Inc., the Court-appointed Class Administrator, served the Class Action Fairness Act (“CAFA”) notice required by 28 U.S.C. § 1715 on the United States Attorney General and the Attorney General for the State of Arizona.

On _____, 2020, this Court preliminarily approved the parties’ proposed class settlement.

On _____, 2020, First Class, Inc. distributed to class members direct mail notice of the parties’ proposed class settlement, as ordered.

1 On _____, 2020, Plaintiff filed his unopposed motion to finally
2 approve the parties' proposed class settlement.

3 On _____, 2020, this Court held a fairness hearing regarding
4 Plaintiff's and QS Next Chapter, LLC's ("Defendant") proposed class settlement.

5 Having considered Plaintiff's unopposed motion, this Court finally approves the
6 proposed settlement as follows:

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

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

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

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

- 18 1. The class members are so numerous that joinder of all of them is impracticable;
- 19 2. There are questions of law and fact common to the class members, which
20 predominate over any individual questions;
- 21 3. Plaintiff's claims are typical of the class members' claims;
- 22 4. Plaintiff and Class Counsel have fairly and adequately represented and
23 protected the interests of all of the class members; and
- 24 5. Class treatment of Plaintiff's claims will be efficient and manageable, thereby
25 achieving an appreciable measure of judicial economy, and a class action is
26 superior to other available methods for a fair and efficient adjudication of this
27 controversy.

28 *Spencer v. #1 A LifeSafer of Ariz., LLC*, No. 18-2225, 2019 WL 1034451 (D. Ariz. Mar.
4, 2019) (Bade, M.J.) (certifying Consumer Leasing Act ("CLA") settlement class);
Gonzalez v. Germaine Law Office PLC, No. 15-1427, 2016 WL 3360700 (D. Ariz. June

1 1, 2016) (Silver, J.) (certifying settlement class under the Fair Debt Collection Practices
2 Act).

3 This Court also affirms its appointment of Daniel J. Rodriguez as class
4 representative for the class, and the following attorney and law firm as class counsel for
5 class members:

6 Jesse S. Johnson
7 Greenwald Davidson Radbil PLLC
8 7601 N. Federal Hwy., Suite A-230
9 Boca Raton, Florida 33487

10 *Danger v. Nextep Funding, LLC*, No. 18-567, 2020 WL 4034822 (D. Minn. July 17,
11 2020) (preliminarily approving class settlement under the CLA, Truth in Lending Act
12 (“TILA”), and state usury law, and appointing Greenwald Davidson Radbil PLLC
13 (“GDR”) as class counsel); *Taylor v. TimePayment Corp.*, No. 18-378, 2020 WL 906319
14 (E.D. Va. Feb. 24, 2020) (approving GDR as class counsel in class settlement under the
15 CLA, TILA, and state usury law).

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

- 18 1. Defendant will create a class settlement fund in the amount of \$21,490,
19 which will be distributed on a pro-rata basis to each of the class members
20 who submitted a valid, timely claim form.
- 21 2. In addition to his pro-rata share of the settlement fund, Defendant will pay
22 to Plaintiff \$1,500 in recognition of his service to the class.
- 23 3. Defendant also will pay all costs of class notice and administration of the
24 settlement separate and apart from any monies paid to Plaintiff, class
25 members, or class counsel.

26 This Court additionally finds that the parties’ class notice, and the distribution
27 thereof, satisfied the requirements of due process under the Constitution and Rule 23(e),
28 that it was the best practicable under the circumstances, and that it constitutes due and
sufficient notice to all persons entitled to notice of the class action settlement. *See*
Decohen v. Abbasi, LLC, 299 F.R.D. 469, 479 (D. Md. 2014) (“Under the circumstances

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

4 This Court similarly finds that the parties’ notice program was adequate and gave
5 all class members sufficient information to enable them to make informed decisions as to
6 the parties’ proposed settlement, and their rights to object to or opt out of it.

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

10 This Court finds that the class members were given a fair and reasonable
11 opportunity to object to the settlement. [#] class member(s) objected to the settlement.
12 The [#] class members who made valid and timely requests for exclusion are excluded
13 from the class and settlement and are not bound by this order. Those persons are:

14 _____.

15 This order is binding on all class members, except those individuals who validly
16 and timely excluded themselves from the settlement.

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

20 This Court awards a total of \$_____ for class counsel’s attorneys’ fees and
21 reimbursement of counsel’s costs and litigation expenses.

22 This action is dismissed with prejudice as to all issues and as to all parties and
23 claims.

24 This Court retains continuing and exclusive jurisdiction over the parties and all
25 matters relating this matter, including the administration, interpretation, construction,
26 effectuation, enforcement, and consummation of the settlement and this order.
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Exhibit C

What is this lawsuit about? Daniel J. Rodriguez (“Class Representative”) sued QS Next Chapter, LLC f/k/a Express Interlock LLC d/b/a QuickStart Ignition Interlock (“Defendant”) alleging that the company offered ignition interlock agreements to consumers that contained improper disclosures under the Consumer Leasing Act (“CLA”).

Why did you receive this notice? You received this notice because the Defendant’s records identified you as a potential member of the settlement class certified by the court: All persons (1) with an address in Arizona, (2) who signed an ignition interlock agreement with Defendant for personal, family, or household purposes, (3) having an initial term greater than four months, and (4) which was in effect as of December 31, 2019 or had been terminated no earlier than May 8, 2019.

What does the settlement provide? (1) Defendant will establish a settlement fund in the amount of \$21,490 to pay the class members—from which it is estimated that each participating class member will receive between \$17 and \$35; (2) separately from the settlement fund, Defendant will pay the reasonable costs and expenses of administrating the class action settlement; (3) separately from the settlement fund, Defendant also will pay, subject to approval of the Court, reasonable attorneys’ fees of up to \$52,000 and reimbursement of costs and litigation expenses of up to \$3,000 to counsel for the Class Representative and the Class; and (4) separately from the settlement fund, Defendant also will pay the Class Representative, subject to approval of the Court, \$1,500 for his service to the Class. In addition, Defendant affirms that it no longer uses the form agreement signed by the Class Representative. But please note that this settlement does not affect the validity of your ignition interlock agreement with Defendant or your responsibility for any remaining payment obligations under that agreement.

What are my legal rights and options? As 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 you will receive a pro-rata share of the settlement fund in exchange for your release of related claims against Defendant. Second, you may do nothing, in which case you will not receive a pro-rata share of the settlement fund, but you will release any claims 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 pro-rata share of the settlement fund, but you will not release any claims that you have against Defendant. And fourth, you may object to the settlement. The deadline to submit a claim, request exclusion, or object to the settlement is [DATE]. To obtain additional information regarding the manner in which you may exercise your legal rights and options, please visit www.gdrlawfirm.com/QSNextChapter, or contact the settlement administrator by writing to: First Class, Inc., c/o [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 Courtroom 605 of the United States District Court for the District of Arizona, 401 West Washington Street, Phoenix, Arizona 85003. 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 a decision, or continue the 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:

Rodriguez v. QS Next Chapter, LLC,
2:20-cv-00897-DJH

A federal court authorized this notice. This is not a solicitation from a lawyer. Please read this notice carefully. It summararily explains your rights and options to participate in a class action settlement.

Rodriguez v. QS Next Chapter, LLC

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
District of Arizona

Rodriguez v. QS Next Chapter, LLC,
No. 2:20-cv-00897-DJH

CLAIM FORM

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

Name/Address Changes:

I 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) with 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. 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

Rodriguez v. QS Next Chapter, LLC

Exhibit D

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 [DATE]**. 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 [DATE]**, and sent to the following address:

First Class, Inc.
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 **[DATE]**.

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 **[DATE]** 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 **[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

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 **[TIME]** on **[DATE]** 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.
5410 Roosevelt Road, Suite 222
Chicago, IL 60644