

If you signed a consumer motor vehicle lease with State Road Auto Sales, Inc., which was in effect on or after October 22, 2013, and was signed before January 1, 2016

You may obtain benefits from a Class Action Settlement.

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

DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

Any questions should be submitted to one of the lawyers listed in Section E of this Notice.

- A Settlement has been reached with State Road Auto Sales, Inc. (“State Road”) in a class action lawsuit about the motor vehicle lease it used in its business between October 22, 2013 and December 31, 2015.
- The lawsuit alleges that State Road’s lease failed to properly disclose certain information as required by the federal Consumer Leasing Act (“CLA”). It also alleges that certain provisions of the lease - those related to providing State Road with notice of claims, to when claims may be filed in court, and to payment of attorney’s fees and costs in lawsuits (sections U and V of the lease) - violate Massachusetts law.
- The Settlement does not establish that State Road did anything wrong.
- The parties agreed to the Settlement to avoid the costs and risks of trial.
- The Settlement includes any person who had a consumer lease with State Road, which lease was in effect on or after October 22, 2013, and was signed before January 1, 2016. Commercial leaseholders are not class members
- The Settlement provides for a Settlement Fund of \$130,000.00 (One Hundred Thirty Thousand Dollars), which includes benefits to be paid to Class Members along with Attorney’s Fees and Costs and a Service Award to the Class Representative.
- For Class Members who have any debt or obligation to State Road, the Settlement does not affect its validity or amount.

YOUR LEGAL RIGHTS ARE AFFECTED EVEN IF YOU DO NOTHING.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will lose your right to obtain a payment from the Settlement.
VERIFY YOUR ADDRESS	You will receive a payment by verifying your address and returning the enclosed form to the Settlement Administrator in a timely fashion. See Section D, below.
OBJECT	Write to the Court if you don't like the Settlement.
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.
- The Court still has to decide whether to approve the Settlement. Payments will only be made if the Settlement is approved and after any appeals are resolved. Please be patient.

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A. BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because you have a right to know about this proposed Settlement, and all of your options, before the Court decides whether to give final approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

The judges of the Business Litigation Session of the Suffolk County Superior Court of the Commonwealth of Massachusetts are overseeing this case. This lawsuit is known as *Sharon Grant v. State Road Auto Sales, Inc.* Suffolk Superior Court, C.A. No. 14-3292-BLS2. In this notice, the person who brought the claims, Sharon Grant, is referred to as “Class Representative.”

2. What is this lawsuit about?

The lawsuit alleges that State Road’s consumer vehicle lease failed to properly disclose certain lease terms and other information as required by the federal Consumer Leasing Act. A “consumer vehicle lease” is a lease of a vehicle to be used primarily for personal, household, or family purposes.

The lawsuit also alleges that section U and V of the lease violate Massachusetts law. These provisions addressed when and how and when customers gave notice of claims to State Road, the deadline for lawsuits against State Road, and attorneys’ fees and costs in lawsuits brought against State Road.

3. Why is this a class action?

In a class action, one or more people called “class representatives” sue on behalf of themselves and other people with similar claims. All of these people together are the “class” or “class members.” In this case, the Class Representative is Sharon Grant. One court resolves the issues for all Class Members.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and the people affected will get a chance to receive compensation. The Class Representative and her attorneys think the Settlement is best for all Class Members.

B. WHO IS COVERED BY THE SETTLEMENT?

If you received a Settlement notice addressed to you, then it has been determined that you are a Class Member.

You are included in the Settlement if you had a consumer lease with State Road which was in effect (that is, had not been terminated) on or after October 22, 2013, and was signed before January 1, 2016.

C. THE SETTLEMENT BENEFITS

5. What does the Settlement provide?

If the Settlement is approved, a Settlement Fund in the amount of \$130,000.00 (One Hundred Thirty Thousand Dollars) will be established by State Road. Of this amount, at least \$30,000.00 (Thirty Thousand Dollars) will be distributed to Class Members who timely affirm their addresses in accordance

with this Notice. If all Class Members timely affirm their addresses, it is estimated that the payment to each Member will be approximately \$10.00 (Ten Dollars); if, for example, only half the Class Members timely affirm their addresses, the payment will be approximately \$20.00 (Twenty Dollars).

The Settlement payments are for “statutory damages” under the Consumer Leasing Act. These are amounts which can be recovered for a violation of law even if the consumer has not sustained or suffered any actual harm. The maximum amount of statutory damages for which State Road can be held liable is limited to 1% of its net worth. In the course of the lawsuit, State Road produced evidence that its net worth is approximately \$1 million, meaning the maximum statutory damages would be \$10,000.00 (Ten Thousand). The Class Representative believed that State Road’s net worth was closer to \$5 million. In order to reach this Settlement, the Class Representative determined that compromising State Road’s net worth at \$3 million was reasonable under the circumstances.

Regardless of whether you receive payment under this Settlement, you are not giving up any rights to pursue a claim for actual damage or harm that you may have suffered due to the alleged misconduct.

The Settlement also provides that State Road will no longer use or enforce Sections U and/or V as contained in the lease at issue in this litigation regarding how and when customers gave notice of claims to State Road, the deadline for lawsuits against State Road, and attorneys’ fees and costs in lawsuits brought against State Road.

6. When will I receive a payment?

Class Members who timely affirm their addresses with the Settlement Administrator will receive payments within 30 (thirty) days after the Court grants final approval to the Settlement and after any appeals of that approval are resolved (see “The Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

7. What am I giving up under the Settlement?

If the Settlement becomes final, you will give up your right to make a claim against State Road for statutory damages due to the Consumer Leasing Act claims asserted in the Lawsuit. The nature and scope of the claims being given up are defined as “Released Claims” as set forth in Section II of the Settlement Agreement. The Settlement Agreement is available at www.quatlaw.com and www.roherlaw.net.

The Settlement Agreement describes the released claims with specificity, so read it carefully. If you have any questions, you can email the law firms listed in Question 8 for free or you can, of course, talk to your own lawyer at your own expense.

D. DO I NEED TO DO ANYTHING TO RECEIVE A SETTLEMENT PAYMENT?

YES - you must send the enclosed form to affirm your address by mail or fax to the Settlement Administrator at:

By Mail: Coastal Legal Affiliates, P.C. OR By Fax: 508-676-9908
251 Bank St.
Fall River MA 02720

E. THE LAWYERS REPRESENTING YOU

8. Do I have a lawyer in the case?

Yes. The Court appointed the following law firms as “Class Counsel”:

Kenneth D. Quat Quat Law Offices 929 Worcester Road Framingham, MA 01701 508-872-1261 Fax: 508-861-0162	Deborah G. Roher 56 N. Main St., Suite 413 Fall River MA 02720 508-672-1383 Fax: 508-567-3696
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You will not be charged by these lawyers for their services on behalf of the Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

9. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys’ fees and costs up to \$97,500 (Ninety Seven Thousand Five Hundred Dollars). The Court will decide the amounts of fees and expenses to award. Class Counsel will also request that a special service payment of \$2,500 (Two Thousand Five Hundred Dollars) be paid to the Class Representative for her service on behalf of the whole Class.

F. OBJECTING TO THE SETTLEMENT

10. How do I tell the Court if I do not like the Settlement?

You can object to the Settlement if you don’t like some part of it. Objecting will not affect any benefits you may be eligible to receive or your rights under the Settlement if it is approved by the Court and becomes effective. To object, you must submit a letter to Class Counsel that includes the following:

- Your full name and address;
- A statement saying that you object to the Settlement in *Sharon Grant v. State Road Auto Sales, Inc.*, Suffolk Superior Court, C.A. No. 14-3292-BLS2;
- The reasons you object to the Settlement, along with any supporting materials;
- Whether you intend to appear at the Final Approval Hearing (*see* “The Final Approval Hearing” below) and want to address the Court;
- The name, address, telephone number, and email address of your lawyer (if you are represented by one); and
- Your signature.

You must mail or fax your objection to Class Counsel above by **JULY 13, 2017**. If mailed, the objection must be postmarked by **JULY 13, 2017**.

11. Can I ask to be excluded from this Settlement?

No. Under state law, you cannot exclude yourself from this Settlement.

G. THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses. You may attend and you may ask to speak, but you do not have to.

12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **2:00 p.m. on SEPTEMBER 6, 2017** at the Suffolk County Courthouse, Courtroom 1017, 3 Pemberton Square, Boston, MA 02108. The hearing may be moved to a different courtroom or different date or time without additional notice, so it is a good idea to check with the Court Clerk shortly before this date. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement, Class Counsel's request for fees and expenses, and the Class Representative's request for a service award. We cannot predict how long these decisions may take.

13. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have. But, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it - as long as you mailed or faxed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but his or her attendance is not necessary.

14. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include this request with your objection as described in Question 10.

H. GETTING MORE INFORMATION

15. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and the Address Confirmation Form at www.quatlaw.com. and www.roherlaw.net.

If you have any additional questions, you also may write to Class Counsel listed above (section E).

DO NOT CONTACT THE COURT REGARDING THIS NOTICE.
Any questions should be directed to one of the lawyers listed in Section E of
this Notice.

ADDRESS CONFIRMATION FORM

To receive a payment from the Class Action Settlement, please complete this form and mail and return it to the Settlement Administrator ***on or before JULY 13, 2017.***

You will not receive a payment if you do not complete and return this form.

Please write as neatly as possible.

You can return this form to the Settlement Administrator by mail or by fax:

By Mail: Coastal Legal Affiliates, P.C. OR By Fax: 508-676-9908
 251 Bank St.
 Fall River MA 02720

Full name (print): _____

Signature: _____

Current Phone Number: _____

Current Mailing address: _____

Best way to contact you: _____