

**HONORABLE RICHARD A. JONES**

UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT  
SEATTLE

**JESSE RODRIGUEZ,**  
**on behalf of himself and all others**  
**similarly situated,**

Plaintiff,

v.

**ALLIANCEONE RECEIVABLES**  
**MANAGEMENT, INC,**

Defendant.

No. 2:15-cv-01224-RAJ

**NOTICE OF MOTION FOR AN ORDER**  
**CONDITIONALLY CERTIFYING CLASS**  
**AND GRANTING PRELIMINARY**  
**APPROVAL OF CLASS SETTLEMENT**  
**AGREEMENT**

**NOTE ON MOTION CALENDAR:**

**NOTICE OF MOTION FOR AN ORDER CONDITIONALLY CERTIFYING CLASS**  
**AND GRANTING PRELIMINARY APPROVAL OF CLASS SETTLEMENT**  
**AGREEMENT**

**PLEASE TAKE NOTICE THAT** upon this Notice of Motion and Motion, Jesse Rodriguez (“Plaintiff”) and Allianceone Receivables Management, Inc. (“Defendant”) by and through their undersigned counsel, will move this Honorable Court, on a date and time to be determined by the Court, for an Order certifying this case to proceed as a class action for settlement purposes and granting preliminary approval of the Parties’ class settlement agreement. Specifically, the Parties will jointly move this Court pursuant to Fed. R. Civ. P. 23, for an Order certifying this case to proceed as a class action for settlement purposes, and granting preliminary approval of the settlement, on behalf of the following class:

All natural persons residing in the United States whose consumer report as defined by 15 U.S.C. § 1681a(d) was obtained by AllianceOne, from Experian, for the purpose of collecting a debt arising out of any vehicle parking violation in the United States. The class excludes all persons who have filed for bankruptcy. The relevant class period is August 4, 2013, through August 4, 2015

In support of this motion, the Parties respectfully attach a memorandum of law, accompanying exhibits, and attorney declarations.

Respectfully submitted this 6th day of February, 2019

/s/ Ryan M. Pesicka

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**JESSE RODRIGUEZ,**  
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**CONDITIONALLY CERTIFYING CLASS**  
**AND GRANTING PRELIMINARY**  
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**AGREEMENT**

**NOTE ON MOTION CALENDAR:**

**MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR AN ORDER**  
**CONDITIONALLY CERTIFYING CLASS AND GRANTING PRELIMINARY**  
**APPROVAL OF CLASS SETTLEMENT AGREEMENT**

Plaintiff, Jesse Rodriguez, (“Plaintiff”), individually, and as representative of the class of persons defined below in Paragraph 3(a) (“Settlement Class”), and Defendant, AllianceOne Receivables Management, Inc. (“Defendant” or “AllianceOne”), request that this Court enter an order which (i) preliminarily approves the Class Settlement Agreement (“Agreement”) attached hereto as Exhibit 1; (ii) certifies for settlement purposes the Settlement Class as defined in Article 2(z) of the Agreement; (iii) appoints Todd M. Friedman of Law Offices of Todd M. Friedman, P.C., Gabriel Posner of Posner Law PLLC, and Ari Marcus of Marcus & Zelman, LLC as Class Counsel; (iv) appoints Plaintiff as representative of the Settlement Class; (v) sets dates for Settlement Class members to opt-out of, or object to, the Agreement; (vi) schedules a hearing for

final approval of the Agreement; (vii) approves the mailing of notice to Settlement Class members in the form of Exhibit C to Exhibit 1; and, (viii) finds that the mailing of such notice satisfies the requirements of due process. A copy of the proposed preliminary approval order is attached as Exhibit B to Exhibit 1.

1. On August 4, 2015, Plaintiff filed an action styled as Rodriguez v. AllianceOne Management Receivables, Inc., in the United States District Court for the Western District of Washington (Civil Action No. 2:15-cv-01224-RAJ alleging, among other things, that AllianceOne failed to comply with the Fair Credit Reporting Act (the “FCRA”). *See Dkt No. 1.*
2. On December 7, 2015, Defendant filed a Motion to Dismiss Plaintiff’s claims; Plaintiff filed an Opposition on January 4, 2016; on July 25, 2016, the Court denied Defendant’s Motion to Dismiss. *See Dkt No. 21.*
3. Thereafter, the parties engaged in extensive discovery, which included written interrogatories, document demands, and depositions.
4. Defendant subsequently filed a Motion for Summary Judgment, which Plaintiff opposed.
5. On October 03, 2017, the Court granted in part and denied in part Defendant’s Motion for Summary Judgment. *See Dkt No. 48.*
6. On May 22, 2017, Plaintiff filed a Motion for Class Certification, which Defendant opposed on June 12, 2017.
7. On February 22, 2018, this Court granted Plaintiff’s Motion for Class Certification. *See Dkt No. 49.*
8. The class that was certified consists of the following: “All natural persons residing in the United States whose consumer report as defined by 15 U.S.C. § 1681a(d) was obtained

by AllianceOne, from Experian, for the purpose of collecting a debt arising out of any vehicle parking violation in the United States. The class excludes all persons who have filed for bankruptcy.”

9. Shortly thereafter, the Parties began engaging in extensive arms-length discussions in an attempt to resolve the Litigation.
10. While the Parties were unable to reach a resolution at that time, the Parties, with leave of the Court, agreed to stay the case and participate in non-binding mediation before Lou D. Peterson, Esq. of Hillis, Clark, Martin & Peterson, P.S. on July 12, 2018.
11. While no final resolution was agreed upon at the mediation, the parties continued discussing settlement with the assistance of Mr. Peterson. Ultimately, Mr. Peterson made a mediator’s proposal that culminated in an agreement to settle the claims of Plaintiff and the Class, as set forth in Exhibit 1.
12. Counsel for the Parties have investigated and analyzed the legal and factual issues presented in this action, the risks and expense involved in pursuing the litigation to conclusion, the likelihood of recovering damages in excess of those obtained through this settlement, the protracted nature of the litigation and the likelihood, costs and possible outcomes of one or more procedural and substantive appeals. Based upon counsels’ review and analysis, the Parties have entered into the Agreement.
13. The Parties desire to settle and compromise the litigation on the terms and conditions embodied in the Agreement and agree as follows:
  - (a) Settlement Class Certification. The Court has granted class certification, and the parties agree to a class of the following for settlement purposes:

All natural persons residing in the United States whose consumer report as defined by 15 U.S.C. § 1681a(d) was obtained by AllianceOne, from Experian, for the purpose of collecting a debt arising out of any vehicle

parking violation in the United States. The class excludes all persons who have filed for bankruptcy. The relevant class period is August 4, 2013, through August 4, 2015

14. AllianceOne's business records indicate that there are approximately 14,918 people in the Settlement Class. [Exhibit 1, ¶5.1].

- (a) Settlement Class Recovery. AllianceOne will create a class settlement fund of \$2,200,000.00. In the event the Court awards attorney fees of one-third the settlement fund, and further awards Plaintiff's individual incentive award of \$5,000, and if there are no opt-outs, each class member will be entitled to a *pro rata* share of the Settlement Fund in an amount equal to approximately \$98.00 ("Class Recovery"), which the Class Administrator, KCC, LLC ("Class Administrator") will distribute among those Settlement Class Members who do not exclude themselves from the Settlement ("Claimants"). [Exhibit 1, ¶¶ 8.5.1]. Claimants will receive a share of the Class Recovery by check.
- (b) Relief to Plaintiff. Plaintiff will be entitled to his share of the Class Recovery plus an additional \$5,000.00 in recognition of his service to the Settlement Class, subject to the approval of the Court. [Exhibit 1, ¶8.4.1].
- (c) Attorneys' Fees and Costs. AllianceOne shall pay Plaintiff's reasonable attorneys' fees and costs as the Court may award for prosecution of a "successful action" under 15 U.S.C. § 1681n. [Exhibit 1, ¶ 8.3.1]. Subject to the Court's approval, AllianceOne agrees not to contest Class Counsel's request to an attorney fee award up to one-third of the settlement fund (or \$733,333.33), and Class Counsel agrees not to request an attorney fee award higher than one-third of the settlement fund (or \$733,333.33), in addition to the class administrative costs.
- (d) Following that distribution, if any excess funds remain, the Settlement Administration shall distribute the remaining balance as a *cy pres* award, upon approval of the Court. The parties propose to use Public Justice and YWCA Economic Resilience Initiative as *cy pres* recipients.
- (e) Settlement Class Notice. Within ten business (10) days of entry of the Preliminary Approval Order, Rodriguez' Counsel shall, through the Class Administrator, cause actual notice in the form of Exhibit C to the Agreement, to Settlement Class Members. [Exhibit 1, ¶ 5.3.1]. The Class Administrator shall distribute the notice via any form of U.S. Mail providing address forwarding. *Id.* Each notice shall be sent with a request for forwarding addresses. *Id.* In the event that a notice is returned as undeliverable and a forwarding address is provided, the Class Administrator shall cause to be forwarded any such returned notice to the address provided within five (5) days of receipt. *Id.* Neither the Class Administrator, AllianceOne, nor Counsel is required to skip trace any notices that are returned as undeliverable. *Id.*

(f) Settlement Class Members' Right to Opt Out or Object. Any Settlement Class member may choose to be excluded from the Agreement by opting out within the time period set by this Court, and within the method set by the Court. Any Settlement Class member who opts out of the Settlement Class and Agreement shall not be bound by any prior Court order or the terms of the Agreement. [Exhibit 1, ¶¶ 6.1]. Settlement Class members may also object to the Agreement, and if they choose to do so, they may also appear and be heard at the fairness hearing. [Exhibit 1, ¶ 6.4].

15. Statutory damages for a willful violation of the FCRA entitle consumers to a minimum of \$100, with a cap of \$1,000 per consumer. 15 U.S.C. § 1681n(a)(1)(A). A consumer may receive such an award only if he or she proves that a defendant *willfully* (as opposed to negligently) violated the FCRA. As such, even if the Plaintiff demonstrated at trial that AllianceOne violated the FCRA (which AllianceOne vigorously contests), there is no assurance that the jury would find a *willful* violation, nor any assurance that a jury would award an amount to the Class commensurate with the value ensured by this settlement.

16. During the pendency of the case AllianceOne also disclosed information relevant to the requirements of Fed. R. Civ. P. 23, including the size of the putative FCRA class. The court certified a class based on those representations. Further, the proposed Agreement meets all of the requirements of Rule 23:

(a) Numerosity. The Settlement Class, having approximately 14,918 members, satisfies the numerosity requirement of Rule 23(a)(1). Numerosity can be satisfied and joinder is generally considered to be impracticable when the members of a class exceed forty. Here, the size of the Class is well in excess of any minimum requirement imposed by Fed. R. Civ. P. 23. *See also, Champion v. Credit Bureau Servs., Inc.*, 206 F.R.D. 663, 675 (E.D. Wash. 2001) (finding 250 individuals sufficient to meet numerosity requirement).; *Bogner v. Masari Investments, LLC*, 257 F.R.D. 529, 532 (D. Ariz. 2009)(finding numerosity in FDCPA case when more than 200 class members received the same collection letter); *Blarek v. Encore Receivable Mgmt., Inc.*, 244 F.R.D. 525, 527 (E.D.Wis.2007) (numerosity requirement met where collection letters were sent to 263 individuals).

(b) Commonality. Satisfaction of the commonality requirement under Rule 23(a)(2) requires that plaintiffs demonstrate their claims “depend upon a common contention,” the resolution of which “will resolve an issue that is central to the

validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551 (2011). “The commonality requirement will be satisfied if the named plaintiffs share at least one question of fact or law with the grievances of the prospective class.” Commonality is satisfied by “the existence of shared legal issues with divergent factual predicates” or a “common core of salient facts coupled with disparate legal remedies within the class.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019–20 (9th Cir.1998). All questions of fact and law need not be common to satisfy the rule. *Id.* The commonality standard of Rule 23(a)(2) is not a high bar; it will be satisfied if the named plaintiff shares at least one question of law or fact with the class. *Rodriguez v. Hayes*, 591 F.3d 1105, 1122 (9th Cir.2010). AllianceOne’s practices of pulling credit reports on those consumers from whom it was collecting on unpaid parking tickets, were materially identical. The Court has already held that the proposed Settlement Class members have nearly identical legal claims: Each Settlement Class member alleges that AllianceOne improperly pulled a credit report in violation of the FCRA. As to each such claim, AllianceOne asserts common defenses. Commonality is thus satisfied.

- (c) Typicality. This requirement is “designed to align the interests of the class and the class representatives so that the latter will work to benefit the entire class through the pursuit of their own goals.” *Prudential*, 148 F.3d at 311. The threshold for establishing typicality is low. Typicality does not require that the claims of the class members be identical. Rather, a plaintiff’s claims are typical when the nature of the plaintiff’s claims, judged from both a factual and a legal perspective, are such that in litigating her personal claims she can reasonably be expected to advance the interests of absent class members. See, e.g., *General Telephone Co. of the Southwest v. Falcon*, 457 U.S. 147, 156-157 (1982). The Ninth Circuit “has noted that ‘the commonality and typicality requirements of Rule 23(a) tend to merge.’” *Staton v. Boeing Co.*, 327 F.3d 938, 957 (9th Cir.2003). The Class Representative is a member of the Settlement Class, has the same interest in resolution of the issues as all other members of the Class and his claims are typical of all members of the Class. The Court has already held that Plaintiff was affected by the Defendants’ practice in the same manner as all members of the Class. These facts, and Plaintiff’s claims, are therefore typical of the facts and claims of all other members of the proposed Settlement Class.
- (d) Adequacy of Representation. Plaintiffs’ counsel is experienced in consumer litigation and class action litigation. In addition, Plaintiff has no interests which are antagonistic to the Settlement Class members. Therefore, as this Court has already held, Plaintiff and his counsel satisfy the adequacy of representation requirement embodied in Rule 23(a)(4). The Declarations of class counsel, which are respectively attached hereto as Exhibit 2, Exhibit 3, and Exhibit 4 outlines their qualifications to serve as Class Counsel.
- (e) Predominance and Superiority. The Rule 23(b)(3) inquiry is a two-pronged one. First the Court must find that the questions of law or fact common to the class members predominate over any questions affecting only individual class

members. “The Rule 23(b)(3) predominance inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.” *See Amchem Products, Inc v Windsor*, 521 U.S 591, 623 (1997). “In order to meet the predominance requirement of Rule 23(b)(3), a plaintiff must establish that ‘the issues in the class action that are subject to generalized proof, and thus applicable to the class as a whole . . . predominate over those issues that are subject only to individualized proof.’” *See In Re Visa Check/MasterMoney Antitrust Litigation*, 280 F.3d 124, 136 (2<sup>nd</sup> Cir. 2001). In the instant case, there is a common nucleus of operative fact, because Plaintiff is complaining of the standardized practice of AllianceOne to pull credit reports on those consumers who they were attempting to collect for an unpaid parking ticket. As such, the common question of whether that conduct would violate the FCRA predominates over any other issue that needs to be decided.

Second, the Court must inquire whether the class action mechanism is the superior method for resolving the controversy presented. The superiority requirement tests whether “classwide litigation of common issues will reduce litigation costs and promote greater efficiency.” *Valentino v. Carter–Wallace, Inc.*, 97 F.3d 1227, 1234 (9th Cir.1996). The key factor here is on efficiency. *See Califano v. Yamasaki*, 442 U.S. 682, 700-01 (1979) (“Class actions are the superior method for resolving controversies when the main objectives of Rule 23 are served; namely, the efficient resolution of the claims or liabilities of many individuals in a single action”); *Gonzales v. Arrow Fin. Servs., LLC*, 233 F.R.D. at 582 (“a class action is more efficient than individual actions in cases involving consumer protection”). A class action would be preferable to the class members having to individually litigate their claims. Moreover, there is no indication that any of these class members otherwise have knowledge of their claims against the Defendant and would be able to protect their interests on their own. It is therefore respectfully submitted that a class would be a superior method of adjudicating these claims, and that the proposed class should be certified.

17. If this Agreement is not approved by the Court or for any reason does not become effective, it shall be deemed null and void and shall be without prejudice to the rights of the Parties hereto and shall not be used in any subsequent proceedings, including any motion for class certification, in this or any other litigation, or in any manner whatsoever.

18. The Parties jointly request that the Court set the following schedule for the proposed Agreement:

- (a) Class Notice (Exhibit C to Exhibit 1) is to be mailed within ten (10) business days of entry of the Preliminary Approval Order [Exhibit 1, ¶5.1];

- (b) Settlement Class members shall have until forty-five (45) days after the initial mailing of the notice to exclude themselves from, or object to, the Agreement. Any Settlement Class members desiring to exclude themselves from the action must serve copies of the request on the Class Administrator by the same date. Any Settlement Class members who wish to object to the settlement must submit an objection in writing to the Clerk of the United States District Court for the Western District of Washington, and serve copies of the objection on the Class Administrator by the same date.
- (c) Parties shall file a motion for final approval along with a list of exclusions and objections, and a motion for attorney fees and incentive award approximately 110 days after Preliminary Approval [Exhibit 1, ¶7.1];.
- (d) A final hearing on the fairness and reasonableness of the Agreement and whether the final approval shall be given to it and the requests for fees and expenses by counsel for the Settlement Class will be held before this Court on a date to be determined by the Court, but upon the later of (a) approximately 120 days after Preliminary Approval, or (b) at least 90 days after the mailing of Class Action Fairness Act Notice.

19. In the event there is any conflict between any provision of this Motion and the Agreement, the Parties intend for the Agreement to control, subject to Court approval.

**WHEREFORE**, the Parties respectfully request that the Court enter an order in the form of Exhibit B to the Agreement, which (i) preliminarily approves the Class Settlement Agreement (“Agreement”) attached as Exhibit 1; (ii) certifies for settlement purposes the Settlement Class as defined in Paragraph 2(z) of the Agreement; (iii) appoints Todd Friedman, Gabriel Posner, and Ari Marcus, as Class Counsel; (iv) appoints Plaintiff as representative of the Settlement Class; (v) sets dates for Settlement Class members to opt-out of, or object to, the Agreement; (vi) schedules a hearing for final approval of the Agreement; (vii) approves the mailing of notice to Settlement Class members in the form of Exhibit C to Exhibit 1, and (viii) finds the mailing of such notice satisfies the requirements of due process.

Respectfully submitted this 6th day of February 2019.

/s/ Ryan M. Pesicka

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*Attorney for Plaintiff*

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*Attorney for Plaintiff*

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**SETTLEMENT AGREEMENT AND RELEASE**

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This Settlement Agreement and Release is between Jesse Rodriguez (“Plaintiff”), individually and as representative of the Settlement Class Members as defined below, and AllianceOne Management Receivables, Inc. (“AllianceOne”).

**Article 1 BACKGROUND**

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- (a) On August 4, 2015, Plaintiff filed an action styled as *Rodriguez v. AllianceOne Management Receivables, Inc.*, in the United States District Court for the Western District of Washington (Civil Action No. 2:15-cv-01224-RAJ alleging, among other things, that AllianceOne failed to comply with the Fair Credit Reporting Act (the “FCRA”).
- (b) On December 7, 2015, Defendant filed a Motion to Dismiss Plaintiff’s claims; Plaintiff filed an Opposition on January 4, 2016; on July 25, 2016, the Court denied Defendant’s Motion to Dismiss.
- (c) Defendant subsequently filed a Motion for Summary Judgment, which Plaintiff similarly opposed. Summary Judgment was granted in part and denied in part.
- (d) On February 22, 2018, this Court granted class certification as to the remainder of Plaintiff’s claims. The class that was certified consists of the following:

“All natural persons residing in the United States whose consumer report as defined by 15 U.S.C. § 1681a(d) was obtained by AllianceOne, from Experian, for the purpose of collecting a debt arising out of any vehicle parking violation in the United States. The class excludes all persons who have filed for bankruptcy.”
- (e) Beginning in April 2018, the parties conducted an arms-length settlement negotiation, and engaged in a class-wide mediation before Louis D. Peterson of Hillis, Clark, Martin & Peterson. The ongoing settlement negotiations facilitated through Mr. Peterson consisted of offers and counteroffers lasting over four months’ time, ultimately culminating in a settlement

agreement in principle.

- (f) The Parties are willing to enter into this Settlement Agreement to settle the claims of the Settlement Class Members because of, among other things, the attendant expenses, risks, difficulties, delays, and uncertainties of further litigation, including appeals.
- (g) Plaintiff and Settlement Class Counsel believe that this Settlement Agreement provides fair, reasonable, and adequate relief to the Settlement Class Members, and is in their best interest to be settled, compromised, and dismissed on the merits and with prejudice on the terms set forth below.
- (h) AllianceOne denies all claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, and denies that anyone was harmed by the conduct alleged, but nevertheless desires to settle Plaintiff's and the Settlement Class Members' claims solely for the purposes of avoiding the burden, expense, risk, and uncertainty of continuing the Litigation and of putting to rest the controversies engendered.
- (i) The statements above are true and correct and are a substantive part of this Settlement Agreement.

## **Article 2      DEFINITIONS**

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As used in this Settlement Agreement, the terms defined below have the meanings assigned to them when capitalized in the same fashion as in this **Error! Reference source not found..**

- (a) "**Attorneys' Fees and Costs**" means the attorneys' fees and expenses (including court costs and expert witness fees) approved by the Court.
- (b) "**CAFA Notice**" means notice required in accordance with the Class Action Fairness Act of 2005 (28 U.S.C. § 1715(a)).
- (c) "**Claims**" means all actions, causes of action, proceedings, adjustments, executions, offsets,

contracts, judgments, obligations, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, variances, covenants, trespasses, damages, demands, agreements, promises, liabilities, controversies, costs, expenses, attorneys' fees and losses, whether in law, in admiralty, in equity, or otherwise, and whether based on any federal law, state law, foreign law, common law right of action, or otherwise, and whether asserted orally or in writing or otherwise, and whether foreseen or unforeseen, and whether matured or unmatured, and whether known or unknown, and whether accrued or not accrued, and whether existing now or to be created in the future.

- (d) **"Court"** means the United States District Court for the Western District of Washington
- (e) **"Defendant's Counsel"** means David Cramer and Christopher Hawk of Gordon Rees Scully Mansukhani, LLP.
- (f) **"Distribution Stale Date"** means the last date on which checks sent to Settlement Class Members under **Error! Reference source not found.** expire or otherwise go stale, which shall be 90 days after they are mailed to Settlement Class Members.
- (g) **"Effective Date"** means the date on which the last of the following with respect to the Court's entry of the Final Approval Order and the Court's orders about Attorneys' Fees and Costs and any individual settlement and service award to Plaintiff have occurred: (i) the expiration of 33 days after entry of the Final Approval Order; (ii) if the 33rd day after entry of the Final Approval Order falls on a weekend or a Court holiday, the next business day after that 33rd day; (iii) such date to which the time to file a motion to alter or amend the Final Approval Order or to take an appeal has been extended by the Court or otherwise; and, (iv) if such motion to alter or amend is filed, or if an appeal is taken, three business days after a determination of any such motion or appeal, with no possibility of further appellate review,

resulting in final judicial approval of this Settlement Agreement that permits the consummation of the settlement in accordance with the terms and conditions contained within this Settlement Agreement. For purposes of this definition, the term “appeal” includes writ proceedings.

- (h) “**ALLIANCEONE**” means AllianceOne Receivables Management, Inc., the Defendant in this Litigation.
- (i) “**FCRA**” means the federal Fair Credit Reporting Act, 15 U.S.C. § 1681 - § 1681x, and any subsequent amendments thereto, and any regulations or guidance issued under it.
- (j) “**FCRA State Equivalents**” means any statute or regulation of any state, U.S. territory, the District of Columbia, or Puerto Rico that has the purpose or effect of regulating the collection or reporting of information about individuals.
- (k) “**Final Approval**” means the approval of the Settlement Agreement by the Court at or after the Final Fairness Hearing, and entry on the Court’s docket of the Final Approval Order.
- (l) “**Final Approval Order**” means a final order and judgment in substantially the form attached hereto as Exhibit A that the Court enters to unconditionally approve the Settlement Agreement and to dismiss with prejudice the Released Claims and to enter a judgment according to the terms set forth in this Settlement Agreement.
- (m) “**Final Fairness Hearing**” means the hearing at which the Court will consider and finally decide whether to approve this Settlement Agreement, enter the Final Approval Order, and make such other rulings as are contemplated by this Settlement Agreement.
- (n) The words “**include**,” “**includes**,” and “**including**,” mean (respectively) include without limitation, includes without limitation, and including without limitation.
- (o) “**Litigation**” means *Rodriguez v. AllianceOne Management Receivables, Inc.*, No. 2:15-cv-

01224-RAJ

- (p) “**Mail Notice**” means the notice document in substantially the form attached hereto as Exhibit C that will be mailed to Settlement Class Members.
- (q) “**Net Distribution Amount**” means the amount in the Settlement Fund after payments out of the Settlement Fund pursuant to this Settlement Agreement and approved by the Court for any of the following: any Attorneys’ Fees and Costs; any individual settlement and service award to the Plaintiff.
- (r) “**Notice Date**” means the date on which the Settlement Administrator mails the Mail Notice.
- (s) “**Parties**” means Plaintiff and AllianceOne.
- (t) “**Preliminary Approval**” means the preliminary approval of the Settlement Agreement by the Court, conditional certification of a class for settlement purposes composed of the Settlement Class Members, and approval of the method and content of notice to the Settlement Class Members.
- (u) “**Released Claims**” means all Claims arising under the FCRA and all Claims arising under FCRA State Equivalents arising from, based on, or related to AllianceOne’s obtaining of a consumer credit report in an attempt to collect a debt for unpaid parking tickets, including any judgments emanating therefrom.
- (v) “**Released Parties**” means AllianceOne and its present, former, and future officers, directors, partners, employees, agents, contractors, suppliers, furnishers, attorneys, servants, heirs, administrators, executors, members, member entities, shareholders, predecessors, successors, affiliates, subsidiaries, parents, representatives, trustees, principals, insurers, vendors and assigns, regardless of the legal theory by which that person could be asserted to be liable for any Released Claim.

- (w) “**Settlement Administrator**” means Kurtzman Carson Consultants, LLC (“KCC”).
- (x) “**Settlement Agreement**” means this Settlement Agreement and Release.
- (y) “**Settlement Class Counsel**” means Todd Friedman of Law Offices of Todd M. Friedman, P.C., Ari H. Marcus of Marcus & Zelman, LLC and Gabriel Y. Posner of Posner Law PLLC.
- (z) “**Settlement Class Members**” means All natural persons residing in the United States whose consumer report as defined by 15 U.S.C. § 1681a(d) was obtained by AllianceOne, from Experian, for the purpose of collecting a debt arising out of any vehicle parking violation in the United States. The class excludes all persons who have filed for bankruptcy. The relevant class period is August 4, 2013, through August 4, 2015. Excluded from the Settlement Class Members is any consumer who has previously released his or her claims against AllianceOne, and the Judge overseeing the Litigation.
- (aa) “**Settlement Fund**” means the amount paid under **Error! Reference source not found.** of this Settlement Agreement.
- (bb) “**Taxes**” means all local, state, or federal income taxes.
- (cc) “**Tax Expenses**” means, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) Tax returns described in **Error! Reference source not found.** of this Settlement Agreement.

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**Article 3 NO ADMISSIONS**

**Section 3.1 AllianceOne’s Denial of Wrongdoing or Liability**

AllianceOne has denied and continues to deny any fault, wrongdoing, violation of the law, or liability related to the conduct alleged in this Litigation. AllianceOne denies the validity of the claim and the prayer for relief asserted in this Litigation. AllianceOne has asserted and continues

to assert many defenses in this Litigation, including that it complies with the FCRA. No action or document is, or is to be construed as, an admission, where:

- (a) “action” includes the Parties’ discussion of the possibility of settlement, the negotiation of a settlement, their entry into this Settlement Agreement, their carrying out this Settlement Agreement, and their willingness to do the foregoing;
- (b) “document” includes each provision of this Settlement Agreement or of any document that led to it, implements it, or relates to it or to which it refers; and
- (c) “admission” includes any admission of the validity of any claim, any status, or any fact alleged in this Litigation, of any fault, wrongdoing, violation of law, or liability of any kind on the part of AllianceOne of any claim or allegation made in any action or proceeding against AllianceOne, or of the infirmity of any defense.

**Article 4      MOTION FOR PRELIMINARY APPROVAL**

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**Section 4.1      Filing of Motion for Preliminary Approval**

No later than February 18, 2019, Settlement Class Counsel shall file this Settlement Agreement with the Court together with an Uncontested Motion for Preliminary Approval that seeks entry of an order substantially in the form attached hereto as Exhibit B that would, for purposes of this Settlement Agreement only:

- (a) preliminarily approve this proposed Settlement Agreement;
- (b) approve the proposed Mail Notice to the Settlement Class Members in a form substantially similar to that attached hereto as Exhibit C;
- (c) certify Plaintiff as the representative of the Settlement Class Members;
- (d) appoint Settlement Class Counsel as counsel for the Settlement Class Members; and
- (e) appoint the Settlement Administrator to perform the duties that this Settlement Agreement assigns to it.

**Section 4.2 Settlement Administration and Retention of Settlement Administrator**

Settlement Class Counsel, having obtained consent from Defendant's Counsel, shall hire the Settlement Administrator, and the Settlement Administrator will be responsible for, among other things and as set forth in detail in this Settlement Agreement: (1) mailing the Mail Notice to Settlement Class Members pursuant to **Error! Reference source not found.**; (2) establishing and maintaining the Telephone Assistance Program pursuant to **Error! Reference source not found.**; and (3) custody and disbursement of the Settlement Fund pursuant to **Error! Reference source not found.**

**Article 5 NOTICE PLAN**

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**Section 5.1 Preparation and Production of List of Identified Settlement Class Members from AllianceOne's Files**

AllianceOne shall prepare a list of Settlement Class Members within 10 business days after Preliminary Approval and deliver the list to the Settlement Administrator. AllianceOne has represented, and Plaintiff has relied on the representation, that there are 14,918 Settlement Class Members. AllianceOne shall use reasonable methods in good faith to prepare the class list so that it names each Settlement Class Member. AllianceOne shall use reasonable methods to de-duplicate the class list. In addition to the names of the prospective Settlement Class Members on the class list, AllianceOne shall use reasonable methods to provide the most recent mailing address found in AllianceOne's databases for each prospective Settlement Class Member, to the extent such information exists and can be systematically retrieved from those databases, along with any other present pertinent identifying information.

**Section 5.2 Use of Class List**

Before initially mailing the Mail Notice, the Settlement Administrator shall update the mailing address for each Settlement Class Member against the USPS National Change of Address

database. The Settlement Administrator shall not use any part of the class list for any purpose other than carrying out its duties under this Settlement Agreement. The Settlement Administrator shall not disclose any part of the class list other than as necessary to carry out its duties under this Settlement Agreement. The Settlement Administrator shall destroy the class list within 10 days after the expiration for the deadline for Settlement Class Members to cash their settlement checks.

### **Section 5.3 Notice Process**

For purposes of providing Court-approved class notices and establishing that the Parties have given the best practicable notice, the Settlement Administrator shall provide class notice as follows:

#### **Subsection 5.3.1 Mail Notice**

Within 30 days after Preliminary Approval, the Settlement Administrator shall send the Mail Notice (in a form substantially similar to that attached hereto as Exhibit C) by first-class U.S. mail, postage prepaid, to each Settlement Class Member on the class list. The Mail Notice must contain the following categories of information: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3). The Mail Notice must also contain information about the Telephone Assistance Program (described in **Error! Reference source not found.** of this Settlement Agreement). For any Mail Notice returned to the Settlement Administrator with a forwarding address, the Settlement Administrator shall re-mail the Mail Notice to the provided forwarding address within five days of receiving any such returned Mail Notice. Not later than 20 days before the Final Fairness Hearing, the Settlement Administrator shall provide Defendant's Counsel with proof of the mailing of the Mail Notice and Defendant's Counsel shall file the same with the Court.

### **Subsection 5.3.2 Telephone Assistance Program**

The Settlement Administrator shall establish and staff a toll-free telephone number to answer questions from Settlement Class Members. The Settlement Administrator shall activate the toll-free number no later than three business days before the Notice Date. Through the toll-free numbers, the Settlement Administrator shall provide access to live support during the hours of 8:00 am through 6:00 pm Pacific Time, Monday through Friday (excluding federal holidays) and a recorded informational message outside of those hours. The Settlement Administrator shall provide these services in English on one of the numbers and in Spanish on the other. Not later than 20 days before the Final Fairness Hearing, the Settlement Administrator shall provide proof of the establishment and maintenance of the Telephone Assistance Program to Plaintiff's Counsel and Plaintiff's Counsel shall file the same with the Court. The Settlement Administrator shall deactivate the toll-free numbers within 90 days after the mailing of the Settlement Class Member distributions described in **Error! Reference source not found.** of this Settlement Agreement.

## **Section 5.4 Expenses of Notice and Administration**

### **Subsection 5.4.1 Invoices Required**

The Settlement Administrator shall invoice to counsel for the parties all administration costs incurred by the Settlement Administrator in administering the class.

### **Subsection 5.4.2 Payment of Expenses**

All expenses associated with settlement administration and the sending of the Mail Notice and CAFA Notice, whether counsel perform them or delegate them to the Settlement Administrator, shall be paid through and by the common fund settlement of \$2.2 million dollars. From the settlement fund, a reserve of \$75,000 (the "Reserve") shall be set aside for payment of expenses and compensation to the Settlement Administrator. The Settlement Administrator shall issue invoices to counsel for the parties, and, after approval of the invoice by both parties, shall be

entitled to withdraw from the Reserve amounts to cover actual expenses and compensation as approved by the parties. Any money remaining in the Reserve, following full administration of the settlement, shall be returned to the settlement fund to be distributed in accordance with Section 8.8.

**Section 5.5 Notice Under Class Action Fairness Act of 2005**

The Settlement Administrator shall send CAFA Notice in accordance with 28 U.S.C. § 1715(a) not later than 10 days after the Parties file this Settlement Agreement with the Court.

**Article 6 PROCEDURES FOR OPT-OUTS AND OBJECTIONS**

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**Section 6.1 Opt-Out Procedures for Settlement Class Members**

The Mail Notice must contain information about how a Settlement Class Member may opt out of the Settlement Class, including the potential implications of doing so. A proposed Settlement Class Member may request to be excluded from the Settlement Class by sending a written request for exclusion to the Settlement Administrator, addressed to “Exclusion Requests – AllianceOne *Rodriguez* Settlement.” To be valid, the proposed Settlement Class Member’s opt-out request must contain the proposed Settlement Class Member’s name, original signature, current postal address, and current telephone number, and a statement that the proposed Settlement Class Member wants to be excluded from the Settlement Class. To be valid, opt-out requests must be postmarked no later than 45 days after the date of mailing the Mail Notice. To be valid, a request must not purport to opt out of the class of the Settlement Class Members for a group, aggregate, or class involving more than one Settlement Class Member. Requests for exclusions that do not comply with the requirements in this **Error! Reference source not found.** are invalid.

**Section 6.2 List of Opt-Outs**

No later than ten business days after the deadline for submission of opt-out requests, the Settlement Administrator shall provide to Settlement Class Counsel and Defendant’s Counsel a complete list

of all persons who have validly opted out of the class of Settlement Class Members together with copies of the opt-out requests. Settlement Class Counsel and Defendant's Counsel shall not disclose or use the list except for the purpose of carrying out their responsibilities under this Settlement Agreement.

**Section 6.3 Representation of Opt-Outs**

Settlement Class Counsel affirm that this Settlement Agreement is fair, reasonable, and in the best interest of the Settlement Class Members. Settlement Class Counsel shall, if contacted, not represent any such opt-outs but shall refer any such opt-outs to the applicable local or state bar association for appropriate counsel with respect to any matters relating to the claims brought in this Action against any Released Party.

**Section 6.4 Objections from Settlement Class Members**

Any Settlement Class Member who does not opt out may object to the Settlement Agreement or any other matters described in the Mail Notice only as follows:

**Subsection 6.4.1 Notice of Intent to Object**

To be effective, an objection must be made individually by an individual Settlement Class Member, not as a member of a group or subclass and, except in the case of a deceased or incapacitated Settlement Class Member, not by the act of another person acting or purporting to act in a representative capacity. For an objection to be effective, a notice of intent to object to the Settlement must be (a) filed with the Clerk of the Court not later than 45 days after the date of mailing the Mail Notice; (b) in compliance with all applicable Washington and federal laws and rules; and (c) sent to Settlement Class Counsel and Defendant's Counsel by first-class mail, postmarked no later than 45 days after the date of mailing the Mail Notice.

#### **Subsection 6.4.2 Contents of Objection**

The objection must contain: (a) the objecting Settlement Class Member's name, address, and telephone number; (b) the name of this Litigation and the case number; (c) a statement of each objection; and (d) a written brief detailing the specific basis for each objection, including any legal and factual support that the objecting Settlement Class Member wishes to bring to the Court's attention and any evidence the objecting Settlement Class Member wishes to introduce in support of the objection.

#### **Subsection 6.4.3 Additional Contents for Represented Members**

If the Settlement Class Member's objection is submitted through an attorney, the objection must contain, in addition to the information set forth in **Error! Reference source not found.** of this Settlement Agreement: (a) the identity and number of the Settlement Class Members represented by objector's counsel;

#### **Subsection 6.4.4 Objectors' Counsel Fees**

If an objector's counsel will ask to be awarded attorneys' fees or expenses from a source other than his or her client, that counsel must file with the Court and serve on all Counsel, in addition to the documents described in **Error! Reference source not found.** and **Error! Reference source not found.** of this Settlement Agreement, not later than 20 days before the Final Fairness Hearing, a document containing the following information: (a) a description of the attorney's legal background and prior experience in connection with class action litigation, including all the previous cases in which the attorney has represented an objector to a class action settlement; (b) the amount of fees sought by the attorney for representing the objector and the factual and legal justification for the fees being sought; (c) a statement regarding whether the fees being sought were calculated on the basis of a lodestar, contingency, or other method; (d) the number of hours

already spent by the attorney and an estimate of the hours to be spent in the future; and (e) the attorney's hourly rate.

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**Article 7 FINAL FAIRNESS HEARING AND FINAL APPROVAL**

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**Section 7.1 Final Fairness Hearing**

The Parties shall jointly request that the Court hold the Final Fairness Hearing to consider approval of this Settlement Agreement as this **Error! Reference source not found.** provides upon the later of: (a) approximately 120 days after Preliminary Approval, or (b) at least 90 days after the mailing of CAFA Notice under **Error! Reference source not found.** of this Settlement Agreement. No later than 20 days before the Final Fairness Hearing, Settlement Class Counsel shall file a motion for entry of the Final Approval Order. The Final Approval Order is a final judgment dismissing the Litigation with prejudice in the form attached hereto as Exhibit A.

**Section 7.2 Final Approval**

All relief contemplated by this Settlement Agreement is contingent upon the Settlement Agreement receiving the Court's Final Approval.

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**Article 8 SETTLEMENT FUND**

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**Section 8.1 Settlement Fund Amounts, Holding, and Use**

**Subsection 8.1.1 Creation of and Deposits into Settlement Fund**

Within 10 business days after Final Approval, AllianceOne shall transfer to the Settlement Administrator, by draft or by wire, \$2,200,000 in United States currency for deposit into the Settlement Fund. The Settlement Administrator shall not commingle the Settlement Fund with any other funds. The Settlement Administrator may hold the Settlement Fund in cash, cash equivalents, certificates of deposit, or instruments insured by an arm of or backed by the full faith and credit of the United States Government. Interest earned, if any, on the Settlement Fund will be for the

benefit of the Settlement Class Members if the Effective Date occurs and AllianceOne does not terminate this Settlement Agreement.

#### **Subsection 8.1.2 Control of Settlement Fund**

Class Counsel and Defendant's Counsel shall direct the Settlement Administrator to make distributions from the Settlement Fund only in accordance with this Settlement Agreement and Orders of the Court.

### **Section 8.2 Settlement Fund Tax Status**

#### **Subsection 8.2.1 Qualified Settlement Fund**

The Parties shall treat the Settlement Fund as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. 1.468B-1. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this **Error! Reference source not found.**, including the "relation back election" (as defined in Treas. Reg. 1.468B-1) back to the earliest permitted date. The Settlement Administrator shall make those elections in compliance with the procedures and requirements contained in those regulations. The Settlement Administrator shall timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter cause the appropriate filing to occur.

#### **Subsection 8.2.2 Administrator**

For the purpose of Treasury Regulation 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" will be the Settlement Administrator. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable related to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. 1.468B-2(k)). For the Settlement Administrator to have fulfilled these obligations, such returns (as well as the election described in **Error! Reference source not found.** of this Settlement Agreement) must be consistent with this **Error! Reference**

**source not found.** of this Settlement Agreement and in all events must reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund will be paid out of the Settlement Fund as provided in **Error! Reference source not found.** of this Settlement Agreement.

### **Subsection 8.2.3 Payment of Taxes and Tax Expenses**

The Settlement Administrator shall pay out of the Settlement Fund all (i) Taxes (including any estimated Taxes, interest or penalties) related to income earned by the Settlement Fund, including any Taxes or tax detriments imposed upon the Released Parties related to income earned by the Settlement Fund for any period when the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this **Error! Reference source not found.** (including Tax Expenses); in no event shall the Released Parties have any responsibility for or liability related to the Taxes or the Tax Expenses. The Settlement Administrator shall indemnify and hold the Released Parties harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, the Settlement Administrator shall timely pay Taxes and Tax Expenses out of the Settlement Fund without prior order from the Court. The Settlement Administrator shall (despite anything in this Settlement Agreement to the contrary) withhold from distribution any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. 1.468B-2(l)). The Released Parties are not responsible therefore nor shall they have any liability with respect thereto. The Parties shall cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this **Error! Reference source not found..**

### **Section 8.3 Attorneys' Fees and Costs**

#### **Subsection 8.3.1 Request for Attorneys' Fees and Costs**

No later than 30 days after the date of mailing the Mail Notice, Settlement Class Counsel shall file a request to the Court for reimbursement of Attorneys' Fees and Costs from the Settlement Fund. The amount that Settlement Class Counsel requests must not exceed \$733,333.33 (or one-third of the settlement fund). AllianceOne does not and shall not oppose such a request, and agrees that it will fund the amount of Attorneys' Fees and Costs awarded by the Court, up to \$733,333.33, and that the amount awarded by the Court may be paid from the Settlement Fund.

#### **Subsection 8.3.2 Settlement is not Contingent on Attorneys' Fees and Costs**

This Settlement Agreement is not conditional on the Court's approval of Attorneys' Fees and Costs in the requested amount or in any amount whatsoever. Settlement Class Counsel shall request the Court to consider them separately from the fairness, reasonableness, and adequacy of the Settlement Agreement. The Court's ruling on the request will not terminate or cancel the Settlement Agreement or give Plaintiff or Settlement Class Counsel a right or option to do so.

#### **Subsection 8.3.3 Attorneys' Fees and Costs are Paid from Settlement Fund**

Other than establishing the Settlement Fund, AllianceOne will have no responsibility for, or liability related to, the payment of Attorneys' Fees and Costs to the Settlement Class Counsel. The sole source of any payment of Attorneys' Fees and Costs will be the Settlement Fund.

#### **Subsection 8.3.4 Payment of Attorneys' Fees and Costs**

Out of the Settlement Fund, the Settlement Administrator shall pay Attorneys' Fees and Costs within 7 days after the Effective Date in an amount that the Court approves.

## **Section 8.4 Individual Settlement and Service Award to Plaintiff**

### **Subsection 8.4.1 Application for Individual Settlement and Service Award**

No later than 30 days after the date of mailing the Mail Notice, Settlement Class Counsel shall apply to the Court for an individual settlement and service award, not to exceed \$5,000.00, to be paid to Plaintiff in recognition of his service as class representative. AllianceOne does not and shall not oppose such an application.

### **Subsection 8.4.2 Settlement is not Contingent on Individual Settlement and Service Award**

This Settlement Agreement is not conditional on the Court's approval of an individual settlement and service award in the amount applied for or in any amount whatsoever. The Court's ruling on the application will not terminate or cancel this Settlement Agreement or give Plaintiff or Settlement Class Counsel a right or option to do so.

### **Subsection 8.4.3 Individual Settlement and Service Award is Paid from Settlement Fund**

Other than establishing the Settlement Fund, AllianceOne will have no responsibility for, or liability related to, the payment of the individual settlement and service award to Plaintiff. The sole source of any payment of the individual settlement and service award will be the Settlement Fund.

### **Subsection 8.4.4 Payment of Individual Settlement and Service Award**

Out of the Settlement Fund, the Settlement Administrator shall pay the individual settlement and service award within 7 days after the Effective Date in an amount that the Court approves.

## **Section 8.5 Settlement Class Member Payments**

### **Subsection 8.5.1 Distribution to All Settlement Class Members**

Each Settlement Class Member whose name appears on the class list, whose Mail Notice is not returned as undeliverable, and who does not opt out, is entitled to payment under the process set

forth in **Error! Reference source not found.** of this Settlement Agreement in an amount equal to their *pro rata* share of the Net Distribution Amount.

#### **Subsection 8.5.2 Settlement Payments are Paid from Settlement Fund**

The Settlement Administrator shall fund all payments to Settlement Class Members through the Settlement Fund. AllianceOne will have no responsibility for, or liability related to, the payments to Settlement Class Members. The sole source of any payment to any Settlement Class Member will be the Settlement Fund.

#### **Subsection 8.5.3 Payment Conditional on Acknowledging Release**

Settlement checks sent to Settlement Class Members shall state, in either case, in a manner that the cashing, deposit, or other negotiation of the check binds the recipient: “This payment is tendered to you as a class member in *Rodriguez v. AllianceOne Receivables Management, Inc.*, No. 2:15-cv-01224-RAJ, in consideration for your release of the Released Parties as set forth in the Settlement Agreement and Release.”

### **Section 8.6 Use and Disbursement of Settlement Fund**

#### **Subsection 8.6.1 Disbursements on the Effective Date**

Within 7 days after the Effective Date, the Settlement Administrator shall pay from the Settlement Fund the Attorneys’ Fees and Costs approved by the Court, if any, to Settlement Class Counsel under **Error! Reference source not found.** of this Settlement Agreement and the individual settlement and service award, if any, to Plaintiff under **Error! Reference source not found.** of this Settlement Agreement. Within 10 days after the Effective Date, the Settlement Administrator shall begin the distribution of the funds remaining in the Settlement Fund (after payments of amounts under **Error! Reference source not found.** and **Error! Reference source not found.** to Settlement Class Members in accordance with this Settlement Agreement. The Settlement

Administrator shall distribute payments from the Settlement Fund under **Error! Reference source not found.** of this Settlement Agreement.

#### **Section 8.7 Settlement Class Member Distribution Plan**

Within 10 days after the Effective Date, the Settlement Administrator shall mail payments to Settlement Class Members as set forth in **Error! Reference source not found.** of this Settlement Agreement via U.S. mail. The Settlement Administrator shall not mail any payments to those Settlement Class Members whose Mail Notice was returned to the Settlement Administrator as undeliverable. The settlement checks shall state that the checks must be deposited or cashed within 90 days and that the checks will not be valid after that date. The settlement checks shall additionally include the information described in **Error! Reference source not found.** of this Settlement Agreement. The Settlement Administrator shall ensure that, if a check has not been deposited or cashed within 90 days mailing, the amount of the check remains in the Settlement Fund for distribution in accordance with **Error! Reference source not found.**. The Final Approval Order must order that amounts that would have been payable on the negotiation of any check not deposited or cashed are not subject to escheat under any state law.

#### **Section 8.8 Distribution of Excess Funds**

If any excess funds remain in the Settlement Fund after all distributions have been made in accordance with this Settlement Agreement, the Settlement Administrator shall distribute any remaining balance as a *cy pres* donation as follows: fifty percent (50%) to Public Justice, and fifty percent (50%) to YWCA Economic Resilience Initiative.

#### **Section 8.9 Capped Fund**

The Settlement Administrator shall pay all of the following from the Settlement Fund: (i) payments to Settlement Class Members; (ii) payments to Settlement Class Counsel for Attorneys' Fees and Costs; and (iii) an individual settlement and service award to Plaintiff. Under no circumstances

shall AllianceOne be required to pay more than \$2,200,000.00 into the Settlement Fund under this Settlement Agreement. AllianceOne is not required to pay any other amounts under this Agreement.

**Article 9 RELEASE OF CLAIMS**

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**Section 9.1 Release**

Upon the Effective Date, Plaintiff, for himself and as a representative of the Settlement Class Members and on behalf of each Settlement Class Member and his or her spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, and assigns and all those acting or purporting to act on their behalf, acknowledges the full satisfaction of the Released Claims, and fully, finally, and forever settles, releases, and discharges the Released Parties from the Released Claims. Upon the Effective Date, Plaintiff, for himself, hereby fully, finally, and forever settles, releases, and discharges the Released Parties from any claims that were or could have been asserted in the Litigation. Upon the Effective Date, this Settlement Agreement will bind every Settlement Class Member, even if the Settlement Class Member never received actual notice of the Settlement Agreement before the Final Fairness Hearing and even if the Settlement Class Member never receives payment under this Settlement Agreement. Upon the Effective Date, the Court must dismiss the Released Claims, Plaintiff's individual claims, and the Litigation with prejudice.

**Section 9.2 Waiver of California Civil Code Section 1542 and South Dakota Codified Laws Section 20-7-11**

Plaintiff, for himself and for each Settlement Class Member, acknowledges that they are familiar with principles of law such as Section 1542 of the Civil Code of the State of California and Section 20-7-11 of the South Dakota Codified Laws, which provide:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER

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FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiff and the Settlement Class Members hereby waive the provisions, rights, and benefits of Section 1542 of the Civil Code of the State of California and Section 20-7-11 of the South Dakota Codified Laws and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that might apply to the fullest extent permitted by law in connection with all unknown claims constituting Released Claims. Plaintiff and the Settlement Class Members hereby affirm that this waiver is knowing and voluntary. Plaintiff and the Settlement Class Members hereby acknowledge that they are aware that they may hereafter discover claims presently unknown and unsuspected or facts in addition to or different from those that they now know or believe to be true related to the Released Claims.

## **Article 10    TERMINATION**

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### **Section 10.1   Termination by Either Party**

Each Party may terminate this Settlement Agreement and declare it null and void ab initio, if one or more of the conditions for reaching the Effective Date definitively and finally fails, including if any of the following conditions occurs:

- (a) The Court requires a notice process materially different from the notice process set forth in this Settlement Agreement or as otherwise agreed upon mutually by the Parties in writing;
- (b) The Court fails to issue a Preliminary Approval Order in accordance with the terms of this Settlement Agreement;
- (c) The Court fails to enter a Final Approval Order dismissing the Litigation with prejudice and integrating all the terms of this Settlement Agreement;
- (d) The Final Approval Order is appealed and such Final Approval Order is finally reversed or materially modified on appeal;

(e) A party, its counsel or the Settlement Administrator breaches the terms of this Settlement Agreement prior to the Effective Date; or

(f) Any other ground for termination provided elsewhere in this Settlement Agreement.

### **Section 10.2 Termination by Plaintiff**

Plaintiff or Settlement Class Counsel may terminate this Settlement Agreement and declare it null and void ab initio if the size of the class becomes materially larger than 14,918 individuals.

### **Section 10.3 Termination by Defendant**

Defendant or Defendant's Counsel may terminate this Settlement Agreement and declare it null and void ab initio if more than 3% of the Settlement Class Members request to opt out under **Error! Reference source not found.** of this Settlement Agreement.

### **Section 10.4 Effect of Termination**

If the Settlement does not become final and effective for any reason, including if any of the conditions described above occurs and any of the Parties properly elects to terminate the Settlement and the Settlement Agreement as a consequence, then:

(a) None of the terms of the Settlement Agreement will be effective or enforceable and the Settlement and the Settlement Agreement (including without limitation the class certification provisions thereof) will have no further force and effect;

(b) The Parties and their counsel shall not offer any of this Settlement Agreement (or any action or document, as **Error! Reference source not found.** defines those terms) in evidence or otherwise use any of them in the Litigation or any other proceeding for any purpose;

(c) Any Court orders, filings, or other entries on the Court's file that result from this Settlement shall be automatically set aside, withdrawn, and stricken from the record;

(d) This Settlement Agreement (and every action and every document, as **Error! Reference source not found.** defines those terms) will be without prejudice to any Party, and is not to

be construed as an admission (as **Error! Reference source not found.** defines that term);

- (e) All Parties will automatically revert to their litigation positions as of November 21, 2018, and stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court; and
- (f) The Settlement Administrator shall (on written instructions of Defendant’s Counsel, without confirmation from Settlement Class Counsel or Court order) return to AllianceOne the Settlement Fund, less Taxes, Tax Expenses, and any administration costs (including fees, costs, and other expenses of the Settlement Fund) that have been properly disbursed under this Settlement Agreement.

**Article 11 MISCELLANEOUS PROVISIONS**

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**Section 11.1 Admissibility of Settlement Agreement**

This Settlement Agreement shall not be offered or be admissible in evidence in any action or proceeding except (i) the hearings necessary to obtain and implement Court approval of this Settlement Agreement; or (ii) any hearing to enforce the terms of this Settlement Agreement or any related order by the Court.

**Section 11.2 Successors and Assigns**

The terms of this Settlement Agreement shall apply to and bind the Parties as well as their heirs, successors, and assigns.

**Section 11.3 Communications Relating to Settlement Agreement**

All notices or other formal communications under this Settlement Agreement shall be in writing and sent by mail to counsel for the Party to whom the notice is being directed at the following addresses:

If to Plaintiff:

Marcus & Zelman, LLC

If to AllianceOne:

GORDON & REES

Attn: Ari H. Marcus, Esq.  
701 Cookman Avenue, Suite 300  
Asbury Park, NJ 07712

Attn: David Cramer  
121 SW Morrison St.  
Suite 1575  
Portland, OR 97204

Any Party may, by written notice to the other Party, change its designated recipient or notice address provided above.

#### **Section 11.4 Efforts to Support Settlement**

The Parties and their counsel shall cooperate fully in seeking Court approval for this Settlement Agreement and to use their reasonable efforts to effect the completion settlement under this Settlement Agreement and to protect the Settlement Agreement by applying for appropriate orders enjoining others from initiating or prosecuting any action arising out of or related to facts or claims alleged in the Litigation, if so required.

#### **Section 11.5 Procedures for Disputes Between Parties Relating to this Settlement Agreement**

To the extent any disputes or issues arise related to documenting or effecting this Settlement Agreement, the Parties shall use their reasonable efforts to informally resolve any such disputes or issue, but in the event any such dispute or issue cannot be resolved informally, shall bring any such dispute or issue to the Court for resolution.

#### **Section 11.6 Entire and Voluntary Agreement**

The Parties intend the Settlement Agreement to be a final and complete resolution of the Litigation. The Parties affirm that they negotiated the terms of the Settlement Agreement at arm's length and in good faith and reached these terms voluntarily after consultation with competent legal counsel. This Settlement Agreement contains the entire agreement and understanding concerning the Litigation and its settlement and supersedes all prior negotiations and proposals, whether written or oral. No one has made any promise, representation, or warranty whatsoever not contained in

this Settlement Agreement and the other documents referred to in this Settlement Agreement to induce anyone to execute the same. The Parties affirm that they have not executed this instrument or the other documents in reliance on any promise, representation, or warranty not contained in this Settlement Agreement and the other documents referred to in this Settlement Agreement.

**Section 11.7 Headings for Convenience Only**

The headings in this Settlement Agreement are for the convenience of the reader only. The Parties do not intend the headings to affect the meaning or interpretation of this Settlement Agreement, so have not exercised care to assure that they fully represent the contents of the parts they introduce.

**Section 11.8 Settlement Agreement Controls**

To the extent that there is any conflict between the terms of this Settlement Agreement and the exhibits attached hereto, this Settlement Agreement controls.

**Section 11.9 Amendments**

This Settlement Agreement may be amended or modified only by a written instrument signed by AllianceOne and Settlement Class Counsel, or their respective successors-in-interest.

**Section 11.10 Authorization of Counsel**

Plaintiff hereby authorizes Settlement Class Counsel, on behalf of the Settlement Class Members, to (i) take all appropriate action required or permitted to be taken by the Settlement Class Members as a class under this Settlement Agreement to effectuate its terms and (ii) to enter into any modifications or amendments of this Settlement Agreement on behalf of the Settlement Class Members that they deem necessary or appropriate. Each attorney executing this Settlement Agreement on behalf of any Party hereto hereby warrants that such attorney has the full authority to do so.

**Section 11.11 Confidentiality**

All agreements made and Orders entered during the course of the Litigation relating to the confidentiality of information survive this Settlement Agreement.

**Section 11.12 Court's Jurisdiction**

The Parties and the Settlement Class Members consent to the Court retaining personal and subject-matter jurisdiction for implementation and enforcement of this Settlement Agreement.

**Section 11.13 Construction**

The Parties and their counsel have cooperated in the drafting and preparation of this Settlement Agreement. A court must not construe this Settlement Agreement against either of the Parties on the basis of that Party having drafted any or all of this Settlement Agreement. Before declaring any provision of this Settlement Agreement invalid, a court must first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedent so as to find all provisions of this Settlement Agreement valid and enforceable. No court may sever or reform any part of this Settlement Agreement unless the Parties agree to the severability or reform. If a court finds that any part of this Settlement Agreement lacks ascertainable meaning, before receiving or admitting any evidence concerning the meaning of any part of this Settlement Agreement other than the Settlement Agreement itself (such as evidence of a prior course of dealing), a court must expressly identify the vague or ambiguous text to which any such evidence would relate, state how the text is vague or ambiguous, and either (i) in the case of vagueness, instruct the Parties to attempt negotiation of that vagueness before resolving the vagueness itself or (ii) in the case of ambiguity, expressly state how the conflicting interpretations are reasonable based on the text in question.

**Section 11.14 No Claims Arising from this Settlement Agreement**

No person will have any claim against AllianceOne, Defendant's Counsel, Plaintiff, or Settlement Class Counsel based on distribution of benefits made substantially in accordance with this Settlement Agreement or any Settlement Agreement-related order(s) of the Court.

**Section 11.15 Applicable Law**

The laws of the United States of America govern this Settlement Agreement and all claims (in contract, in tort, or otherwise) related to it (including its negotiation, execution, performance, or breach). To the extent state law applies for any reason, the internal laws of the State of Washington, other than its principles related to conflicts of laws, govern this Settlement Agreement and all claims (in contract, in tort, or otherwise) related to it (including its negotiation, execution, performance, or breach). No Party or Settlement Class Member may start any judicial proceedings related to this Settlement Agreement in any forum other than the Court. Any notice period set forth in this Settlement Agreement will be calculated under the Federal Rules of Civil Procedure.

**Section 11.16 Counterparts**

The Parties may sign this Settlement Agreement or any related document in multiple counterparts, with the same effect as signing the same document. Each counterpart is an original. An image delivered electronically (including by facsimile transmission) is a counterpart. All counterparts together are one instrument. Counsel for the Parties shall exchange among themselves signed counterparts. Settlement Class Counsel shall file a complete set of executed counterparts with the Court.

**Section 11.17 Date**

This Settlement Agreement comes into effect when the Parties, Settlement Class Counsel, and Defendant's Counsel have signed it. The date of this Settlement Agreement will be the date that

this Settlement Agreement is signed by the last person to sign it (as indicated by the date associated with the person's signature).

Each of the Parties and their counsel is signing this Settlement Agreement on the date stated beside that person's signature.

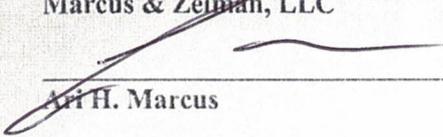
Plaintiff:

  
\_\_\_\_\_  
Jesse Rodriguez

1/16/19  
\_\_\_\_\_  
Date

Settlement Class Counsel (as counsel for Plaintiff and the Settlement Class Members):

Marcus & Zelman, LLC

  
\_\_\_\_\_  
Ari H. Marcus

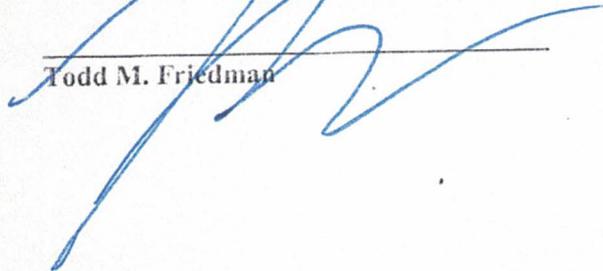
1/16/19  
\_\_\_\_\_  
Date

Posner Law PLLC

\_\_\_\_\_  
Gabriel Y. Posner

\_\_\_\_\_  
Date

Law Offices of Todd M. Friedman, P.C.

  
\_\_\_\_\_  
Todd M. Friedman

2/1/19  
\_\_\_\_\_  
Date

**Plaintiff:**

\_\_\_\_\_  
Jesse Rodriguez

\_\_\_\_\_  
Date

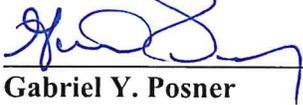
**Settlement Class Counsel (as counsel for Plaintiff and the Settlement Class Members):**

Marcus & Zelman, LLC

\_\_\_\_\_  
Ari H. Marcus

\_\_\_\_\_  
Date

Posner Law PLLC

  
\_\_\_\_\_  
Gabriel Y. Posner

\_\_\_\_\_  
Date 2/4/2019

Law Offices of Todd M. Friedman, P.C.

\_\_\_\_\_  
Todd M. Friedman

\_\_\_\_\_  
Date

**The Defendant:**  
**AllianceOne Management Receivables, Inc.**

By: Harry Newby

1/28/19  
Date

**Defendant's Counsel:**  
**Gordon Rees LLP**

By: CH  
**Christopher Hawk**  
**Partner**

Jan. 28, 2019  
Date

**HONORABLE RICHARD A. JONES**

UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT  
SEATTLE

**JESSE RODRIGUEZ,**  
**on behalf of himself and all others**  
**similarly situated,**

Plaintiff,

v.

**ALLIANCEONE RECEIVABLES**  
**MANAGEMENT, INC,**

Defendant.

No. 2:15-cv-01224-RAJ

**[PROPOSED] FINAL APPROVAL  
ORDER**

The Court having held a Final Approval Hearing on \_\_\_\_\_, 2019 and notice of the Final Approval Hearing having been duly given in accordance with this Court's Order (1) Conditionally Certifying a Settlement Class, (2) Preliminarily Approving Class Action Settlement, (3) Approving Settlement Notice Plan, and (4) Setting Final Approval Hearing for Settlement ("Preliminary Approval Order"), and having considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this Final Judgment and good cause appearing therefore,

It is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The Settlement Agreement and Release, including its exhibits, fully executed on January 31, 2019 (the "Settlement Agreement"), and the definitions contained therein are

incorporated by reference in this Order. The terms of this Court's Preliminary Approval Order (Dkt. No. \_\_\_) are also incorporated by reference in this Order.

2. This Court has jurisdiction over the subject matter of this Action and over the Parties pursuant to 28 U.S.C. §§ 1331 and 1332, including all members of the Settlement Class certified for settlement purposes in this Court's Preliminary Approval Order.

3. The Settlement Class means all natural persons residing in the United States whose consumer report as defined by 15 U.S.C. § 1681a(d) was obtained by AllianceOne, from Experian, for the purpose of collecting a debt arising out of any vehicle parking violation in the United States. The class excludes all persons who have filed for bankruptcy. The relevant class period is August 4, 2013, through August 4, 2015. Excluded from the Settlement Class Members is any consumer who has previously released his or her claims against AllianceOne, and the Judge overseeing the Litigation. All Persons who validly excluded themselves from the Settlement Class are not Class Members as that term is defined and used herein, and shall not be bound by this Final Approval Order or any release provided herein. A list identifying all Persons who validly excluded themselves from the Settlement Class has been filed under seal with the Court (see Dkt. No. \_\_\_\_\_).

4. The Court has considered and hereby overrules all objections to the Settlement. After consideration of all relevant factors, the Court finds that none of the objections are well-founded and that the Settlement, taken as a whole, is fair, reasonable and adequate to all concerned.

5. The Court hereby finds that the Settlement Agreement is the product of arm's-length settlement negotiations between Plaintiff and Class Counsel, on the one hand, and AllianceOne and its respective counsel on the other hand.

6. The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in Section 5 of the Settlement Agreement and this Court's Preliminary Approval Order (Dkt. No. \_\_\_\_).

7. The Court hereby finds and concludes that the Notice Program and claims submission procedures fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, and constitute the best notice practicable under the circumstances. The Court further finds that the Notice Program provided individual notice to all members of the Settlement Class who could be identified through reasonable effort and supports the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

8. This Court hereby finds and concludes that the notice provided by AllianceOne pursuant to 28 U.S.C. § 1715 fully satisfied the requirements of that statute.

9. The Court finds that the Settlement's terms constitute, in all respects, a fair, reasonable, and adequate settlement as to all Settlement Class Members in accordance with Rule 23 of the Federal Rules of Civil Procedure, and directs its consummation pursuant to its terms and conditions. Plaintiff, in its role as Class Representative, and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement. Accordingly, the Settlement Agreement is hereby finally approved in all respects, and the Parties are hereby directed to perform its terms. The Parties and Settlement Class Members who were not excluded from the Settlement Class are bound by the terms and conditions of the Agreement.

10. Class Counsel have moved pursuant to FED. R. CIV. P. 23(h) and 52(a) for an award of attorneys' fees and reimbursement of expenses. Pursuant to Rules 23(h)(3) and 52(a) this Court makes the following findings of fact and conclusions of law:

(a) that the Class Settlement confers substantial benefits on the Settlement Class Members;

(b) that the value conferred on the Settlement Class is immediate and readily quantifiable, as upon this Judgment becoming Final (as defined in the Agreement), Settlement Class Members who have submitted valid Settlement Claim Certification Forms;

(c) that Class Counsel vigorously and effectively pursued the Settlement Class Members' claims before this Court in this complex case;

(d) that the Class Settlement was obtained as a direct result of Class Counsel's advocacy;

(e) that the Class Settlement was reached following extensive negotiation between Class Counsel and Counsel for Convergent, and was negotiated in good-faith and in the absence of collusion;

(f) that Settlement Class Members were advised in the Class Notice approved by the Court that Class Counsel intended to apply for an award of attorneys' fees and expenses in an amount of up to thirty percent of the settlement fund plus expenses incurred in the prosecution of the Litigation, to be paid from the Settlement Fund;

(g) that \_\_\_\_\_ member(s) of the Settlement Class has (have) submitted written objection(s) to the award of attorneys' fees and expenses;

(h) that counsel who recover a common benefit for persons other than himself or his client is entitled to a reasonable attorneys' fee from the Settlement Fund as a whole, *see*,

*e.g., Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Blum v. Stenson*, 465 U.S. 866, 900 n.16 (1984); and

(i) Accordingly, Class Counsel are hereby awarded \$ \_\_\_\_\_ from the balance of the Settlement Fund, as their fee award which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Agreement. Class Counsel shall be responsible for allocating and shall allocate this award of attorneys' fees, costs, and expenses that are awarded amongst and between Class Counsel.

11. The Court finds the payment of service awards in the amount of \$ \_\_\_\_\_ to the Settlement Class Representative Jesse Rodriguez to be fair and reasonable. Such amount is to be paid from the Settlement Fund pursuant to and in the manner provided by the terms of the Settlement Agreement.

12. The Settlement Class described in paragraph 3 above is hereby finally certified, solely for purposes of effectuating the Settlement and this Order and Final Judgment.

13. The requirements of Rule 23(a) and (b)(3) have been satisfied for settlement purposes, for the reasons set forth herein. The Settlement Class is so numerous that joinder of all members is impracticable; there are questions of law and fact common to the class; the claims of the Class Representative are typical of the claims of the Settlement Class; the Class Representative will fairly and adequately protect the interests of the class; the questions of law or fact common to class members predominate over any questions affecting only individual members; and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy between the Settlement Class Members and AllianceOne.

14. This Court hereby dismisses, with prejudice, without costs to any party, except as expressly provided for in the Settlement Agreement, this Action.

15. The Claims Administrator is directed to distribute the consideration to the Settlement Class pursuant to the terms of the Agreement.

16. Plaintiff and each and every one of the Settlement Class Members unconditionally, fully, and finally release and forever discharge the Released Parties from the Released Claims as provided for in the Settlement Agreement. In addition, any rights of the Settlement Class Representative and each and every one of the Settlement Class Members to the protections afforded under Section 1542 of the California Civil Code and/or any other similar, comparable, or equivalent laws, are terminated.

17. Each and every Settlement Class Member, and any person actually or purportedly acting on behalf of any Settlement Class Member(s), is hereby permanently barred and enjoined from commencing, instituting, continuing, pursuing, maintaining, prosecuting, or enforcing any Released Claims (including, without limitation, in any individual, class or putative class, representative or other action or proceeding), directly or indirectly, in any judicial, administrative, arbitral, or other forum, against the Released Parties. This permanent bar and injunction is necessary to protect and effectuate the Agreement, this Final Judgment and Order of Dismissal, and this Court's authority to effectuate the Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments.

18. The Settlement Agreement (including, without limitation, its exhibits), and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, of any liability or wrongdoing, by AllianceOne, or of the

truth of any of the claims asserted by Plaintiff, and evidence relating to the Settlement Agreement shall not be discoverable or used, directly or indirectly, in any way, whether in this Action or in any other action or proceeding, except for purposes of enforcing the terms and conditions of the Settlement Agreement, the Preliminary Approval Order, and/or this Order.

19. In the event that any provision of the Settlement or this Final Judgment and Order of Dismissal is asserted by AllianceOne as a defense in whole or in part to any claim, or otherwise asserted (including, without limitation, as a basis for a stay) in any other suit, action, or proceeding brought by a Settlement Class Member or any person actually or purportedly acting on behalf of any Settlement Class Member(s), that suit, action or other proceeding shall be immediately stayed and enjoined until this Court or the court or tribunal in which the claim is pending has determined any issues related to such defense or assertion. Solely for purposes of such suit, action, or other proceeding, to the fullest extent they may effectively do so under applicable law, the Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum. These provisions are necessary to protect the Agreement, this Order and this Court's authority to effectuate the Settlement Agreement, and are ordered in aid of this Court's jurisdiction and to protect its judgment.

20. By incorporating the Settlement Agreement and its terms herein, the Court determines that this Final Judgment complies in all respects with Federal Rule of Civil Procedure 65(d)(1).

21. Finding that there is no just reason for delay, the Court orders that this Final Judgment and Order of Dismissal shall constitute a final judgment pursuant to Rule 54 of the

Federal Rules of Civil Procedure. The Court orders that, upon the Effective Date, the Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and each and every Settlement Class Member. The Clerk of the Court is directed to enter this Order on the docket forthwith.

22. If an appeal, writ proceeding or other challenge is filed as to this Final Approval Order, and if thereafter the Final Approval Order is not ultimately upheld, all orders entered, stipulations made and releases delivered in connection herewith, or in the Settlement Agreement or in connection therewith, shall be null and void to the extent provided by and in accordance with the Settlement Agreement.

23. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Richard A. Jones  
United States District Judge

**HONORABLE RICHARD A. JONES**

UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT  
SEATTLE

**JESSE RODRIGUEZ,**  
**on behalf of himself and all others**  
**similarly situated,**

Plaintiff,

v.

**ALLIANCEONE RECEIVABLES**  
**MANAGEMENT, INC,**

Defendant.

No. 2:15-cv-01224-RAJ

**[PROPOSED] PRELIMINARY**  
**APPROVAL ORDER**

This matter came before the Court on Plaintiff’s Motion for Preliminary Approval of the proposed class action settlement (the “Settlement”) in the above entitled case. The Action is brought by plaintiff Jesse Rodriguez (“Plaintiff”), individually and on behalf of all others similarly situated, against defendant AllianceOne Receivable Management, Inc. (“AllianceOne” and, together with Plaintiff, the “Parties”). Based on this Court’s review of the Parties’ Settlement Agreement and Release (the “Settlement Agreement”), the Motion for Preliminary Approval of Settlement, and the arguments of counsel, **THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:**

1. Settlement Terms. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Settlement Agreement.

2. Jurisdiction. The Court has jurisdiction over the subject matter of the Action, the Parties, and all persons in the Settlement Class.

3. Scope of Settlement. The Agreement resolves all claims for the Class alleged in the Class Action Complaint filed in the on August 04, 2015. See Dkt. 1.

4. Preliminary Approval of Proposed Settlement Agreement. The Court has conducted a preliminary evaluation of the Settlement as set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court finds that: (a) the Agreement is fair, reasonable and adequate, and within the range of possible approval; (b) the Settlement Agreement has been negotiated in good faith at arm's length between experienced attorneys familiar with the legal and factual issues of this case; and (c) with respect to the forms of notice of the material terms of the Settlement to persons in the Settlement Class for their consideration (Exhibit C to the Settlement Agreement), that notice is appropriate and warranted. Therefore, the Court grants preliminary approval of the Settlement.

5. Class Certification for Settlement Purposes Only. The Court, pursuant to Rule 23 of the Federal Rules of Civil Procedure, conditionally certifies, for purposes of this Settlement only, the following Settlement Class:

All natural persons residing in the United States whose consumer report as defined by 15 U.S.C. § 1681a(d) was obtained by AllianceOne, from Experian, for the purpose of collecting a debt arising out of any vehicle parking violation in the United States. The class excludes all persons who have filed for bankruptcy. The relevant class period is August 4, 2013, through August 4, 2015.

6. In connection with this conditional certification, the Court makes the following preliminary findings:

(a) The Settlement Class appears to be so numerous that joinder of all members is impracticable;

(b) There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether the Settlement should be approved;

(c) Plaintiff's claims appear to be typical of the claims being resolved through the Settlement;

(d) Plaintiff appears to be capable of fairly and adequately protecting the interests of all members of the Settlement Class in connection with the Settlement;

(e) For purposes of determining whether the Settlement Agreement is fair, reasonable and adequate, common questions of law and fact appear to predominate over questions affecting only individual persons in the Settlement Class; Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and

(f) For purposes of the Settlement, certification of the Settlement Class appears to be superior to other available methods for the fair and efficient settlement of the claims of the Settlement Class.

7. Class Representative. The Court appoints Plaintiff to act as class representative of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

8. Class Counsel. The Court appoints Ari Marcus of Marcus & Zelman, LLC, Todd Friedman Todd M. Friedman, P.C., and Gabriel Posner of Posner Law PLLC as Class Counsel pursuant to Rule 23 of the Federal Rules of Civil Procedure.

9. Final Approval Hearing. At \_\_\_\_\_ .m. on \_\_\_\_\_, in Courtroom 13106 of United States Courthouse, 700 Stewart Street, Suite 13128, Seattle, Washington 98101, or at such other date and time later set by Court Order, this Court will hold a Final Approval Hearing on the fairness, adequacy and reasonableness of the Settlement Agreement and to determine whether (a) final approval of the Settlement embodied in the Settlement Agreement should be

granted, and (b) Class Counsel's application for attorneys' fees and expenses, and service award to Plaintiff, should be granted, and in what amount. No later than \_\_\_\_\_, which is thirty (30) days after the Notice Deadline, Plaintiff must file papers in support of Class Counsel's application for attorneys' fees and expenses and the service awards to Plaintiff. No later than \_\_\_\_\_, which is fourteen (14) days prior to the Final Approval Hearing, papers in support of final approval of the Settlement and response to any written objections must be filed.

10. Settlement Claims Administrator. Kurtzman Carson Consultants LLC ("KCC") is hereby appointed as the Claims Administrator and shall be required to perform all the duties of the Claims Administrator as set forth in the Settlement Agreement and this Order.

11. Class Notice. The Court approves the proposed plan for giving mailing class notice to the Settlement Class, as more fully described in Plaintiff's Motion and the Agreement ("Notice Plan"). The Notice Plan, in form, method and content, complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and constitutes the best notice practicable under the circumstances. The Court hereby directs the Parties and the Claims Administrator to complete all aspects of the Notice Plan no later than \_\_\_\_\_ ("Notice Deadline").

12. The Claims Administrator will file with the Court by no later than \_\_\_\_\_, which is fourteen (14) days prior to the Final Approval Hearing, proof that notice was provided in accordance with the Settlement Agreement and this Order.

13. Claim Period. Settlement Class Members must submit claims within 90 days after the Notice Deadline (the "Claim Period"). To submit claims, Settlement Class Members submit a valid and timely Claim Form, following the directions in the Claim Form.

14. Opt-Out and Objection Deadline. Persons in the Settlement Class who wish to either object to the Settlement or request exclusion from the Settlement Class must do so by \_\_\_\_\_, 2019, which is sixty (60) calendar days after the Notice Deadline. Persons in the Settlement Class may not both object and opt-out. If a person both requests to opt-out and objects, the request to opt-out will control.

15. Exclusion from the Settlement Class. To request exclusion from the Settlement Class, a person in the Settlement Class must follow the directions in the Class Notice and send a compliant request to the Claims Administrator at the address designated in the Class Notice by the Opt-Out and Objection Deadline. Exclusion requests must: (i) be personally signed by the person in the Settlement Class who is requesting exclusion or, in the case of entities, an authorized representative of the entity which is requesting exclusion; (ii) include the full name, current address and telephone number of the person in the Settlement Class requesting exclusion; and (iii) include a statement that Settlement Class Member wants to be excluded from the Settlement Class. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person or any group of persons from the Settlement Class.

16. The Claims Administrator will retain a copy of all requests for exclusion. Not later than fourteen (14) days before the Final Approval Hearing, the Claims Administrator will file under seal with the Court a declaration that lists all of the exclusion requests received.

17. If a timely and valid exclusion request is made by a person in the Settlement Class, then the Settlement Agreement and any determinations and judgments concerning the Settlement will not bind the excluded person.

18. All Settlement Class Members will be bound by all determinations and judgments concerning the Settlement.

19. Objections to the Settlement. To object to the Settlement, Settlement Class Members must follow the directions below and in the Class Notice and file a written objection with the Court by the Opt-Out and Objection Deadline. Settlement Class Members also must mail the objection by the Opt-Out and Objection Deadline to each of the following: (i) one of Class Counsel; and (ii) Defendant's Counsel. In connection with an objection, the Settlement Class Member must contain: (a) the objecting Settlement Class Member's name, address, and telephone number; (b) the name of this Litigation and the case number; (c) a statement of each objection; and (d) a written brief detailing the specific basis for each objection, including any legal and factual support that the objecting Settlement Class Member wishes to bring to the Court's attention and any evidence the objecting Settlement Class Member wishes to introduce in support of the objection. If the Settlement Class Member is submitted through an attorney, the object must contain the information set above plus the identity and number of Settlement Class Members represented by objector's counsel. The Court will not consider an objection unless the objection includes all of the foregoing information.

20. Any Settlement Class Member who fails to comply with Paragraph 19 will not be permitted to object to the Settlement at the Final Approval Hearing, will be foreclosed from seeking any review of the Settlement by appeal or other means, will be deemed to have waived his, her or its objections, and will be forever barred from making any objections in the Action or any other related action or proceeding. All Settlement Class Members will be bound by all determinations and judgments in the Action, whether favorable or unfavorable to the Settlement Class.

21. For any objection filed, the Clerk of the Court is ordered to redact any social security number, the street address, telephone number and last name except first letter of last name in order to protect the objector's privacy. The objector's first name and city, state and zip code, as well as the objection, will not be redacted.

22. If for any reason whatsoever this Settlement is not finalized or the Settlement as detailed in the Settlement Agreement is not finally approved by the Court, the certification of the Settlement Class shall be void and the Parties and the Action will return to the status quo as it existed prior to the Agreement, and no doctrine of waiver, estoppel or preclusion will be asserted in any proceedings, in response to any motion seeking class certification, any motion seeking to compel arbitration or otherwise asserted at any other stage of the Action or in any other proceeding. No agreements, documents or statements made by or entered into by any Party in connection with the Settlement may be used by Plaintiff, any person in the proposed Settlement Class, Bloomingdale or any other person to establish liability, any defense and/or any of the elements of class certification, whether in the Action or in any other proceeding.

23. In the event that the Settlement is not approved, or is terminated, canceled or fails to become effective for any reason, the money remaining in the Settlement Fund (including accrued interest), less expenses and taxes incurred or due and owing and payable from the Settlement Fund in accordance with the Settlement Agreement, shall be returned to Bloomingdale within 15 days of the event that causes the Settlement Agreement to not become effective.

24. No Admission of Liability. The Agreement and any and all negotiations, documents, and discussions associated with it, will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation or principle of

common law or equity, or of any liability or wrongdoing by Bloomingdale, or the truth of any of the claims. Evidence relating to the Settlement Agreement will not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except for purposes of demonstrating, describing, implementing or enforcing the terms and conditions of the Agreement, this Order and the Final Approval Order.

25. Reasonable Procedures to Effectuate the Settlement. Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Class Notice and Claim Form and other exhibits that they jointly agree are reasonable and necessary. The Court reserves the right to approve the Settlement Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to persons in the Settlement Class.

26. Stay/Bar of Proceedings. All proceedings in this Action are stayed upon entry of this Order, except as may be necessary to implement the Settlement or this Order.

27. Schedule of Future Events. Accordingly, the following are the deadlines by which certain events must occur:

_____ [30 days after the date of this Order]	Deadline for notice to be provided in accordance with the Agreement and this Order (Notice Deadline)
_____ [30 days after the Notice Deadline]	Deadline for filing of Plaintiff's Motion for Attorneys' Fees and Costs and Service Awards
_____ [60 days after the Notice Deadline]	Deadline to file objections or submit requests for exclusion (Opt-Out and Objection Deadline)

<p>_____</p> <p>[90 days after the Notice Deadline]</p>	<p>Deadline for Settlement Class Members to Submit a Claim Form (Claim Period)</p>
<p>_____</p> <p>[14 days prior to Final Approval Hearing]</p>	<p>Deadline for Parties to file the following:</p> <ul style="list-style-type: none"> <li>(1) List of persons who made timely and proper requests for exclusion (under seal);</li> <li>(2) Proof of Class Notice; and</li> <li>(3) Motion and memorandum in support of final approval, including responses to any objections.</li> </ul>
<p>_____</p> <p>[No earlier than 135 days from the entry of this Order]</p>	<p>Final Approval Hearing</p>

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Hon. Richard A. Jones  
 United States District Judge

**A FEDERAL COURT ORDERED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER**

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON**

JESSE RODRIGUEZ, for himself and all other  
similarly situated,

Plaintiff,

v.

AllianceOne Receivables Management, Inc.,

Defendant.

Case No.: **2:15-cv-01224-RAJ**

**NOTICE OF CLASS ACTION SETTLEMENT**

IF ALLIANCEONE RECEIVABLES MANAGEMENT, INC. OBTAINED YOUR CONSUMER CREDIT REPORT BETWEEN AUGUST 4, 2013, AND AUGUST 4, 2015, FOR THE PURPOSE OF COLLECTING A PARKING TICKET DEBT, YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.

A settlement has been proposed in a class action lawsuit against AllianceOne Receivables Management, Inc. (the “**Defendant**”) on behalf of a class of consumers whose consumer reports were obtained by the Defendant, on or after August 4, 2013 but on or before August 4, 2015, for the purpose of collecting a parking ticket debt (the “**Settlement Class**”).

DO NOTHING	If the Court approves the settlement, a check in an amount of your <i>pro rata</i> share of the Settlement Fund will be mailed to you. You do not need to submit a claim form or otherwise take any action.
EXCLUDE YOURSELF	You remove yourself from participation in this class action and do not receive a benefit from this settlement. However, you retain any right to file a separate lawsuit against the Defendant. If you choose this option, it is important that you promptly speak to an attorney because of the time-sensitive nature of claims under the Fair Credit Reporting Act.
OBJECT	You remain a class member, but write to the Court and explain why you don’t think the settlement is fair, reasonable, or adequate.

## BASIC INFORMATION

### 1. WHY DID I RECEIVE THIS NOTICE?

A Court authorized the notice because you have a right to know about a proposed settlement of this class action lawsuit and about 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. Judge Richard A. Jones, of the United States District Court for the Western District of Washington, is overseeing this class action. The case is known as *Rodriguez v. AllianceOne Receivables Management, Inc.*, 2:15-cv-01224-RAJ (the “**Lawsuit**”).

### 2. WHAT IS THIS LAWSUIT ABOUT?

#### *What the Plaintiff Claimed*

Jesse Rodriguez (the “**Plaintiff**”) claims that the Defendant violated the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (the “**FCRA**”) in connection with pulling consumer credit reports during the collection of unpaid parking tickets. The Plaintiff contends that doing so, without a consumers express consent, is unlawful under the FCRA. You are receiving this notice because you are a member of the Settlement Class.

#### *How the Defendant Responded*

The Defendant has denied all claims in the Lawsuit and contends that it acted lawfully and in compliance with the FCRA at all times. Despite denying liability and wrongdoing, the Defendant has decided it is in its best interest to settle the Lawsuit to avoid the burden, expense, risk, and uncertainty of continuing the Litigation.

### WHO IS AFFECTED BY THE SETTLEMENT?

### 3. HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

You are a member of the Settlement Class and are affected by the settlement if the Defendant pulled a copy of your credit report in the course of collecting on unpaid parking tickets on or after August 4, 2013 through August 4, 2015.

Specifically, the Court has certified a Class of individuals defined as follows:

All natural persons residing in the United States whose consumer report as defined by 15 U.S.C. § 1681a(d) was obtained by AllianceOne, from Experian, for the purpose of collecting a debt arising out of any vehicle parking violation in the United States. The class excludes all persons who have filed for bankruptcy.

If you fall within the foregoing Settlement Class definition, you will be a Settlement Class Member unless you exclude yourself from the Settlement Class.





No. 2:15-cv-01224-RAJ; (2) your full name, current address, and telephone number; (3) a statement of intention to exclude yourself from the settlement; and (4) your signature. You must mail your Exclusion Request so that it is postmarked no later than \_\_\_\_\_, 201\_\_ to:

Exclusion Requests – AllianceOne Rodriguez Settlement  
[insert]

**9. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANT FOR THE SAME THING LATER?**

No. Unless you exclude yourself, you give up the right to sue the Defendant for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You may need to exclude yourself from *this* class action to continue your own lawsuit. Remember, your Exclusion Request must be postmarked by \_\_\_\_\_, 201\_\_.

**10. IF I EXCLUDE MYSELF, CAN I GET ANY MONETARY BENEFIT FROM THE SETTLEMENT?**

No.

**THOSE REPRESENTING YOU**

**11. DO I HAVE A LAWYER IN THE CASE?**

The Plaintiff retained Todd Friedman of the Law Offices of Todd M. Friedman, 21550 Oxnard Street, Suite 780, Woodland Hills CA 91367, Ari Marcus of Marcus & Zelman, LLC, 701 Cookman Avenue, Suite 300, Asbury Park, NJ 07712 and Gabriel Y. Posner of Posner Law PLLC, 270 Madison Avenue, Suite 1203, New York, NY 10016 to represent him. In connection with the preliminary approval of the settlement, the Court appointed these attorneys to represent you and other members of the Settlement Class. Together, the attorneys are called “**Class Counsel**.” These lawyers will not separately charge you for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

**12. HOW WILL THE LAWYERS BE PAID?**

Class Counsel will ask the Court for an award of attorneys’ fees and costs and expenses incurred in this matter, which the Defendant has agreed to pay as part of the Settlement Fund, with Class Counsel requesting no more than \$733,333.33. However, the Court may ultimately award less than this amount. The Defendant has paid for the costs of this notice to you and the costs of administering the settlement.

**13. IS THE PLAINTIFF ENTITLED TO A SEPARATE PAYMENT?**

The Plaintiff will ask the Court to approve a payment of an amount not to exceed \$7,500 total as an individual settlement and service award for her efforts and time expended in prosecuting this case. However, the Court may ultimately award less than this amount.

## OBJECTING TO THE SETTLEMENT

### 14. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?

If you are a Settlement Class Member, you can object to the settlement if you do not think any part of the settlement is fair, reasonable, or adequate. You can and should explain the detailed reasons why you think that the Court should not approve the settlement, if this is the case. The Court and Class Counsel will consider your views carefully. To object, you must send a letter stating that you object to the settlement in *Rodriguez v. AllianceOne Management Receivables, Inc.* Be sure to include: (1) the name of this lawsuit, *Rodriguez v. AllianceOne Management Receivables, Inc.*, Civil Action No. 2:15-cv-01224-RAJ; (2) your full name, current address, telephone number, and last four digits of your Social Security number; (3) a detailed explanation of the reasons you object to the settlement and any papers in support of your position; and (4) signed verification of membership in the Settlement Class. Mail the foregoing to these three different places postmarked by [REDACTED], 201 [REDACTED]:

#### COURT

Clerk of the Court  
United States District Court  
700 Stewart Street, Suite  
2310  
Seattle, WA 98101

#### CLASS COUNSEL

Ari H. Marcus  
Marcus & Zelman, LLC  
701 Cookman Avenue, Suite  
300  
Asbury Park, NJ 07712

#### DEFENSE COUNSEL

Christopher Hawk  
GORDON REES LLP  
701 Fifth Avenue  
Suite 2100  
Seattle, WA 98104 8

You must also file a statement with the Court that tells the Court the date that you also mailed or delivered copies of these papers to Class Counsel and Defense Counsel.

There are additional requirements necessary for your attorney if you retain one. These are available as stated in the Settlement Agreement and Preliminary Approval Order.

### 15. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you remain in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object to this settlement because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

### 16. WHEN AND WHERE WILL THE COURT DECIDE TO APPROVE THE SETTLEMENT?

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to.

The Court will hold a fairness hearing on [REDACTED], 201 [REDACTED] at [REDACTED] in Courtroom [REDACTED] of the United States District Court for the Western District of Washington, 700 Stewart Street, Suite 2310, Seattle, WA 98101. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have submitted timely requests to speak at the hearing. The Court may also decide the amount that Class Counsel and the Plaintiff will be paid. After the hearing, the Court will decide whether to finally approve the settlement.

#### **17. DO I HAVE TO COME TO THE HEARING?**

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense if you so desire. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

#### **18. MAY I SPEAK AT THE HEARING?**

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Rodriguez v. AllianceOne Management Receivables, Inc.*” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be sent to the Clerk of Court, Class Counsel, and Defense Counsel, at the three addresses previously provided in Section 14, and must be received by [REDACTED], 201 [REDACTED]. You cannot speak at the hearing if you have excluded yourself.

#### **19. HOW DO I GET MORE INFORMATION?**

If you have questions about the case, you can call toll free [REDACTED] or write to: Settlement Administrator, AllianceOne Rodriguez Settlement, [insert].

**PLEASE DO NOT CALL THE COURT, THE CLERK, OR THE DEFENDANT  
REGARDING THIS SETTLEMENT.**

**Exclusion Request – Rodriguez Settlement Administrator**  
**Receive No Settlement Benefits**

**(If you choose this option, you will not receive a settlement check)**

To exclude yourself from the settlement, you must complete the attached Exclusion Request, selecting “I am opting out” where indicated, or send a letter stating that you want to be excluded from the settlement of the *Rodriguez v. AllianceOne Management Receivables, Inc.* case. Be sure to include: (1) the name of this lawsuit, *Rodriguez v. AllianceOne Management Receivables, Inc.*, Civil Action No. 2:15-cv-01224-RAJ; (2) your full name, current address, and telephone number; (3) a statement of intention to exclude yourself from the settlement; and (4) your signature.

You must mail your Exclusion Request so that it is postmarked no later than \_\_\_\_\_, 201\_\_\_\_ to:

Exclusion Requests – AllianceOne Rodriguez Settlement  
[insert]

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**Exclusion Request – Rodriguez Settlement Administrator**

FILL OUT AND RETURN THIS FORM **ONLY** IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT. IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT, YOU DO NOT NEED TO RETURN THIS FORM.

\_\_\_\_\_ I am opting out of the settlement in *Rodriguez v. AllianceOne Management Receivables, Inc.* Civil Action No. 2:15-cv-01224-RAJ

Full Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

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Phone Number: \_\_\_\_\_

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Signature

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

JESSE RODRIGUEZ, individually and  
on behalf of all others similarly situated,

Plaintiffs,

vs.

ALLIANCEONE RECEIVABLES  
MANAGEMENT, INC

Defendant.

Case No. 2:15-cv-01224-RAJ

**DECLARATION OF ARI H.  
MARCUS IN SUPPORT OF  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

**DECLARATION OF ARI H. MARCUS**

**I, Ari H. Marcus, declare:**

1  
2  
3 1. I am an attorney licensed to practice law in the State of New Jersey since 2010,  
4 New York since 2011, and the State of Pennsylvania since 2016. I have been  
5 continuously licensed with all three states, and have always been in good standing  
6 with the all three. I am also admitted in the following District Courts: 1) District of  
7 New Jersey; 2) Eastern District of New York; 3) Eastern District of Pennsylvania;  
8 and 4) District of Colorado. Finally, I am admitted to practice law in the Third Circuit  
9 Court of Appeals. I am a principal of the firm Marcus & Zelman, LLC., and counsel  
10 for Plaintiff Jesse Rodriguez (“Plaintiff”) in the above referenced matter against  
11 Allianceone Receivable Management, Inc. (hereinafter referred to as “Defendant”).

12 2. I have personal knowledge of the following facts and, if called upon as a  
13 witness, could and would competently testify thereto, except as to those matters  
14 which are explicitly set forth as based upon my information and belief and, as to such  
15 matters, I am informed and believe that they are true and correct.

16 3. I am writing this declaration in support of Plaintiff’s Motion for Preliminary  
17 Approval of Class Action Settlement.

18 4. Pursuant to Your Honor’s February 22, 2018 Order (Dkt. No. 49), Your Honor  
19 previously certified this class action, and appointed myself, Todd Friedman, Esq., and  
20 Gabriel Posner, Esq. as class counsel. In Your Honor’s Opinion, Plaintiff has satisfied  
21 all elements of Rule 23, and as such, the undersigned will not repeat all of its  
22 arguments previously made in its Motion for Class Certification. (Dkt. No. 42).

23 5. As noted in our Class Certification brief and my declaration in support, I have  
24 been intimately involved, together with my co-counsel in all aspects of this litigation.  
25 (Dkt. No. 42-2).

26 6. Following class certification, I personally attended, together with co-counsel, a  
27 full day mediation in Seattle, Washington, on July 12, 2018, in an effort to reach a  
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1 settlement in this case, with Louis D. Peterson, Esq., of the firm, Hillis Clark Martin  
2 & Peterson P.S. acting as mediator.

3 7. By the end of the full-day mediation session, the Parties failed to reach a  
4 settlement arrangement. Following the July 12 mediation, while continuing to engage  
5 in litigation, the Parties continued to communicate through Mr. Peterson in an effort  
6 toward reaching a settlement in this case. Over a period of several months, and after  
7 numerous settlement offers and counter-offers, the framework for a settlement was  
8 agreed upon pursuant to a mediator's proposal provided by Mr. Peterson. A fully  
9 executed Settlement Agreement is filed herewith marked as **Exhibit 1**.

10 8. It is my opinion that the settlement in this matter is fair, reasonable, and  
11 adequate for the Plaintiffs and the Settlement Class. I reach this opinion after  
12 thorough and careful consideration of the strengths and weaknesses of the Parties'  
13 positions.

14 9. My evaluation of the class settlement agreement is further based upon my  
15 experience in handling complex litigation, and having acted as plaintiff's counsel in  
16 numerous consumer related cases, including cases involving the Fair Credit Reporting  
17 Act. A significant portion of my practice is concentrated in the area of plaintiff-side  
18 consumer protection law, including bringing claims under the Fair Credit Reporting  
19 Act and other federal consumer protection statutes.

20 10. I have been previously appointed as class counsel in many consumer cases  
21 including:

22 a. *Steve-Anne Muir v. Early Warning Services, LLC*, No. 2:16-cv-00521-SRC-  
23 CLW (DNJ 2018)

24 b. *Town & Country Jewelers, LLC v. Meadowbrook Insurance Group, Inc.* No.  
25 3:15-cv-02519-PGS-LHG (DNJ 2017)

26 c. *Shawnda Tiernan v. G&R Collections*, Civil Case No. 3:16-cv-2602 (MD Tn.  
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- 1           2017)
- 2           *d. Jackson v. RMB, Inc.* Civil Case No.: 2-14-cv-02205-MF (DNJ 2015)
- 3           *e. Krady v. A-1 Collection Agency, LLC*, Civil Case No.: 3:14-cv-7062-TJB (DNJ
- 4           2016)
- 5           *f. Willemsen v. Professional Recovery Services, Inc.* 1:14-cv-06421 JHR-AMD
- 6           (DNJ 2016)
- 7           *g. Truglio v. CBE Group*, Civil Case No. 3:15-cv-03813 TJB-PGS (DNJ 2017)
- 8           *h. Erickson v. Elliot Bay Adjustment Company, Inc.*, 2:16-cv-00391-JLR (W.D.
- 9           Wa. March 29, 2017)
- 10           *i. Willis and Shvarts v. Iheartmedia, Inc.* Circuit Court of Cook County, Illinois
- 11           - Case No. 16ch02455
- 12           *j. Etienne v. Reliant Capital Solutions, LLC*, Civil Case No. 1:16-cv-02359-
- 13           WFK-JO (EDNY 2017)
- 14           *k. Beneli v. BCA Financial Services, Inc.*, Civil Case No. 3:16-02737-FLW-LHG
- 15           (DNJ 2017)
- 16           *l. Hartman v. Medicredit, Inc.* Civil Case No. 2:15-cv-01596-MPK (WD PA.
- 17           2017)
- 18           *m. Hartman v. Monarch Inc*, Civil Case No. 3:15-cv-1364-CB (WD Pa. 2017)
- 19           *n. O'Brien v. Waldman & Kaplan, P.A.*, Civil Case No. 3:15-cv-07429-BRM-
- 20           LHG (DNJ 2017)
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I declare under penalty of perjury under the laws of Washington and the United States that the foregoing is true and correct, and that this declaration was executed February 06, 2019 at Ocean Township, New Jersey

By: s/ Ari Marcus  
Ari H. Marcus, Esq.  
Marcus & Zelman, LLC  
701 Cookman Avenue, Suite 300  
Asbury Park, New Jersey 07712  
Tel: 732-695-3282  
*Attorney for Plaintiff and Class*

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

No. 2:15-cv-01224-RAJ

JESSE RODRIGUEZ, on behalf of himself and  
all others similarly situated

Plaintiff,

v.

ALLIANCEONE  
RECEIVABLES MANAGEMENT, INC.,

Defendant.

**DECLARATION OF GABRIEL  
POSNER, ESQ., IN SUPPORT OF  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Gabriel Posner, Esq., of full age and competence, declares as follows:

1. I am an attorney at law and principal of the firm Posner Law PLLC. I am admitted to practice law in New York and New Jersey, and I am admitted *pro hac vice* before this Court [ECF 15, 18].
2. My firm, along with Law Offices of Todd M. Friedman, P.C., and Marcus & Zelman LLC, represent Plaintiff Jesse Rodriguez individually and on behalf of a putative class of all others similarly situated in this action. I have personal knowledge of the facts stated herein.
3. I make this declaration in support of the motion to approve the preliminary class action settlement filed in this action.
4. I was intimately involved, together with my co-counsel, in the settlement negotiations in this matter. The settlement is the result of extensive arms-length negotiations between the parties.
5. The settlement follows years of litigation, which first commenced in August 2015. I was personally involved, together with co-counsel, in numerous aspects of this litigation, including

the preparation of the Complaint and Plaintiff's theory of this case stated therein; Plaintiff's Opposition to Defendant's Motion to Dismiss the Action under FRCP 12(b)(6) [ECF 9, 12, 20, 21]; Plaintiff's Opposition to Defendant's Motion for Summary Judgment [ECF 35, 38, 39, 48]; and Plaintiff's Motion to Certify the Class and for Appointment of Class Counsel [ECF 42-45, 49]. I participated, together with my co-counsel, in discovery in this action.

6. I personally attended mediation in Seattle, Washington, on July 12, 2018, together with my co-counsel, in an effort to reach a settlement in this case, with Louis D. Peterson, Esq., of the firm, Hillis Clark Martin & Peterson P.S. acting as mediator. The mediation extended for a full day, and involved numerous offers and counter-offers. By the end of the full-day mediation session, the Parties failed to reach a settlement arrangement.

7. Following the July 12 mediation, while continuing to engage in litigation, the Parties continued to communicate through Mr. Peterson in an effort toward reaching a settlement in this case. Over a period of several months, and after numerous settlement offers and counter-offers, the framework for a settlement was agreed upon pursuant to a mediator's proposal provided by Mr. Peterson.

8. At all relevant times, the Parties engaged in robust, and at times contentious, settlement negotiations throughout this process. Counsel zealously advocated for their respective clients throughout this case, both in litigation and in settlement discussions.

9. It is my opinion that the settlement in this matter is fair, reasonable, and adequate for the Plaintiffs and the Settlement Class. I reach this opinion after thorough and careful consideration of the strengths and weaknesses of the Parties' positions.

10. As the Court is aware, Plaintiff for himself and the class seeks damages under the Fair Credit Reporting Act, 15 USC §§ 1681 et seq. (the, "FCRA"). To recover statutory damages under

the FCRA, the Plaintiff must show the defendant *willfully* violated the law under 15 USC § 1681n. Statutory damages under the FCRA are between \$100, and \$1,000 per violation. A “willful” violation of the law is one committed with “reckless disregard,” to the law. *Safeco Ins. Co. v. Burr*, 551 U.S. 47 (2007).

11. In contrast, a defendant who only “negligently” violates the FCRA is not liable for statutory damages under 15 USC § 1681p.

12. Accordingly, in this case, to recover statutory damages, Plaintiff and the Class would bear the burden at trial of showing defendant willfully, or at least “recklessly,” violated the FCRA.

13. I believe ARMI would assert defenses to Plaintiff’s claims at trial, including that it did not violate the FCRA at all, and that even assuming, *arguendo*, ARMI violated the FCRA, any violation it committed was not “willful” under the law, but at most, “negligent.” In discovery and in settlement discussions, ARMI has sought to bolster its position by pointing to its interpretation of the decision of the United States Court of Appeals for the Ninth Circuit in *Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665 (9th Cir. 2010) (“Pintos III”).

14. If ARMI prevailed in its defenses, Plaintiff and class members would be deprived of any statutory damages. Thus, the negotiated settlement provides for payments to class members who, if this matter were to proceed to trial, might recover nothing at all.

15. My evaluation of the class settlement agreement is further based upon my experience in handling complex litigation, and having acted as plaintiff’s counsel in numerous consumer related cases, including cases involving the Fair Credit Reporting Act. A significant portion of my practice is concentrated in the area of plaintiff-side consumer protection law, including bringing claims under the Fair Credit Reporting Act and other federal consumer protection statutes.

*In accordance with 28 U.S.C. §1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.*

Dated: February 4, 2019

**POSNER LAW PLLC**

*s/ Gabriel Posner, Esq.*

270 Madison Avenue, Suite 1203

New York, New York

Phone: 646-546-5022

Email: gabe@PosnerLawPLLC.com

*Attorney for Plaintiff*

**HONORABLE RICHARD A. JONES**

UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT  
SEATTLE

**JESSE RODRIGUEZ,**  
**on behalf of himself and all others**  
**similarly situated,**

Plaintiff,

v.

**EXPERIAN INFORMATION**  
**SOLUTIONS, INC. and**  
**ALLIANCEONE RECEIVABLES**  
**MANAGEMENT, INC,**

Defendants.

No. 2:15-cv-01224-RAJ

**DECLARATION OF TODD M.**  
**FRIEDMAN IN SUPPORT OF MOTION**  
**FOR AN ORDER CONDITIONALLY**  
**CERTIFYING CLASS AND GRANTING**  
**PRELIMINARY APPROVAL OF CLASS**  
**SETTLEMENT AGREEMENT**

**NOTE ON MOTION CALENDAR:**

**DECLARATION OF TODD M. FRIEDMAN**

**I, TODD M. FRIEDMAN, declare:**

1. I am one of the attorneys for the plaintiff in this action, Jessy Rodriguez (“Rodriguez” or “Plaintiff”). I am an attorney licensed to practice law in the State of California since 2001, the State of Illinois since 2002, and the State of Pennsylvania since 2011. I have been continuously licensed in California since 2001, Illinois since 2002, and Pennsylvania since 2011, and am in good standing with the California State Bar, Illinois State Bar, and Pennsylvania State Bar. I have litigated cases in both state and federal courts in California, Colorado, Florida, Ohio and Illinois. I am also admitted in every Federal district in California and have handled federal litigation in the federal districts

of California.

2. The declaration is based upon my personal knowledge, except where expressly noted otherwise.
3. I submit this declaration in support of the Plaintiff's Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class in the action against defendant, Alliance One Receivables Management, Inc. ("Alliance One" or "Defendant").

### **CASE HISTORY**

4. Plaintiff filed the initial class action complaint ("Complaint") on August 4, 2015. In the Complaint, Plaintiff alleged causes of action for violations of the Fair Credit Reporting Act. Based on those allegations, Plaintiff sought actual, damages, statutory damages, as well as injunctive relief. Plaintiff's claims were brought on behalf of a class of individuals whose consumer credit reports were furnished to Alliance One by Experian for the purpose of collecting a debt arising out of any vehicle parking violation in the united states (Dkt. No. 1.)
5. I was granted admittance pro hac vice in this matter on January 5, 2016 by this Honorable Court.
6. Thereafter, the Parties engaged in extensive discovery, including the exchange of hundreds of documents and multiple depositions.
7. Defendant filed its Motion to Dismiss on December 7, 2015. (Dkt. 9.) On July 25, 2016, The Honorable Richard A. Jones denied Defendant's Motion. (Dkt. 21.)
8. Subsequently thereafter, Defendant filed its Motion for Summary Judgment. (Dkt. 37.) On October 3, 2017, The Honorable Richard A. Jones granted in part and denied in part Defendant's Motion. (Dkt. 48.)
9. Plaintiff filed his Motion for Class Certification on May 22, 2017 (Dkt. 42.)

After extensive briefing and discovery on said Motion, The Honorable Judge Richard A. Jones granted Plaintiff's Motion for Class Certification on February 22, 2018 (Dkt. 49.)

10. The Parties attended a mediation with Louis D. Peterson of Hillis, Clark, Martin & Peterson, P.S., on July 12, 2018. My office prepared a mediation brief, extensively reviewing the law and the facts, as yielded by the evidence to date, along with several pages of exhibits. Defendant submitted a similar brief. The Parties did not resolve the case at the mediation on July 12, 2018, but subsequently resolved the matter a few months later with the assistance of Mr. Peterson.
11. Defendant strongly contested both the legal and factual issues in this matter. Defendant further contested class certification on numerous grounds as evidenced by its Oppositions to Plaintiff's Motion for Class Certification, as well as its Subsequent planned Motion to Decertify.
12. With Mr. Peterson's guidance, a Settlement Agreement and Release ("Settlement Agreement") was ultimately agreed upon in principle by the Parties. Attached hereto as Exhibit A is a true and correct copy of the Settlement Agreement.

#### SETTLEMENT TERMS AND CLASS DEFINITION

13. Pursuant to the Settlement Agreement (the "Agreement"), those persons in the Settlement Class (defined below) will submit a valid claim form, receive a pro rata distribution from the Settlement Fund after payment of administration costs, attorneys' fees, costs of litigation, and any incentive payment.
14. As part of that Agreement, Defendant will make a Payment of \$2,200,000 as the settlement benefits (the "Settlement Fund") for all approved claims. Defendant will also pay all attorneys' fees and expenses, and costs of notice

and claims administration from the Settlement Fund. Further, Defendant will pay for the Class Action Fairness Act Notice.

15. Available Settlement Funds will be apportioned in the form of a check mailed to all Class Members who submit valid claim forms. The amount of the check received by each such claimant will be calculated on a pro rata basis by deducting all attorney's fees, costs, administration expenses and incentive award distributions from the net Settlement Fund, and dividing the remainder by the total number of valid claims submitted by Class Members. The Claims Administrator will send payment via mail by check to each such claimant.

16. The Class or Settlement Class Members refers to:

“All natural persons residing in the United States whose consumer report as defined by 15 U.S.C. § 1681a(d) was obtained by AllianceOne, from Experian, for the purpose of collecting a debt arising out of any vehicle parking violation in the United States. The class excludes all persons who have filed for bankruptcy. The relevant class period is August 4, 2013, through August 4, 2015. Excluded from the Settlement Class Members is any consumer who has previously released his or her claims against AllianceOne, and the Judge overseeing the Litigation.

.” (Agreement § 1z)

17. Plaintiff contends that the class as so defined satisfies the requirements of Rule 23 because all persons in the Settlement Class are persons who had their credit reports pulled on behalf of Defendant between August 4, 2013 and August 4, 2015. The total number of credit reports obtained was approximately 11,000. This was confirmed in discovery by both parties. Furthermore, Defendant had obtained these reports and was able to identify the same as part of its normal business process.

18. After approval of Preliminary Approval of Settlement, the pertinent names, addresses, email addresses and phone numbers of Class Members will be disclosed by Defendant to the claims administrator approved by the Court to

create the Notice Database. My office is already in possession of most of this information.

19. The Parties propose that KCC, LLC (“KCC”) be appointed as claims administrator. KCC specializes in providing administrative services in class action litigation, and has extensive experience in administering consumer protection and privacy class action settlements.
20. It is my opinion that the Class as defined satisfies the requirements of Rule 23 because all persons in the Settlement Class are persons who had their credits pulled by Experian on behalf of Alliance One during the Class Period.
21. The Settlement Class Members for whom address information is known will be sent a direct mail postcard notice explaining they are entitled to receive settlement benefits. For Class Members for whom Defendant does not have a valid mail address, a reverse lookup and/or skip trace will be conducted by KCC to determine a valid address, and then they will be sent a direct mail postcard. In addition to direct mail notice, KCC will provide further notice by publication in USA Today and banner advertisement on the Internet.
22. Class Members will be informed that in order to receive monetary payment, they don’t have to submit a claim form.
23. Class Members do not need to submit claim to be part of the Settlement. Defendant maintains detailed information including name, address, email address, and phone number, for most Settlement Class Members. As a result, it is anticipated that Class Members will be easy to reach with both Notice and payment.
24. The claims administrator shall establish and maintain a Settlement Website that (i) enables Class Members to submit a claim and access and download the Class Notice, (ii) provides contact information for Class Counsel, (iii) and provides access to relevant documents. Such documents shall include the

Settlement Agreement and Class Notice, the Preliminary Settlement Approval Order, a downloadable Opt Out Form for anyone wanting to print a hard copy and mail in the Opt Out Form, the Complaint, a list of frequently asked questions and answers, and when filed, the Final Settlement Approval Order. The Class Notice shall include the address (URL) of the Settlement Website. The claims administrator shall maintain the Settlement Website until at least 30 days following Final Approval of the Settlement.

25. By the date required by the Court to send out notice, the claims administrator shall set up a toll-free telephone number for receiving toll-free calls related to the Settlement. That Exclusion and Objection Deadline.

#### ADEQUACY OF SETTLEMENT

26. Defendant shall provide class benefits of \$2,200,000. The Settlement Class Members stand to receive a cash payment from the Settlement Fund in the form of a check, on a pro rata basis after deducting Settlement Costs.
27. Costs of litigation, notice, claims administration and attorneys' fees are being paid by the Defendant from the Settlement Fund.
28. Any incentive payment awarded to the Representative Plaintiff, any attorneys' fees and costs awarded to Class Counsel and certain expenses including Claims Administration Costs, are to be paid from the Settlement Fund by Defendant as follows:  
Administration Expenses and payment of notice, estimated by KCC are anticipated to be approximately \$75,000 and will not exceed the same;  
Attorneys' fees and costs to Class Counsel, as approved by the Court, up to \$733,333.33 for fees and costs; and  
Incentive/Service Award to Representative Plaintiff in an amount up to \$5,000; and,
29. The costs of notice by mail and claims administration will be paid as part of

the Settlement Fund.

30. The proposed Settlement contemplates that Class Counsel will request an incentive award in the amount of \$5,000 to Plaintiff Jessy Rodriguez, as proposed by Class Counsel, subject to Court approval. Defendant has agreed not to oppose a request for such incentive award in the agreed-upon amount.
31. The proposed Settlement contemplates that Class Counsel shall be entitled to apply to the Court for an award of attorneys' fees and costs, and expenses to be paid from within the Settlement Fund. Defendant has agreed not to oppose an application by Class Counsel for an award of attorneys' fees up to \$733,333.33 from the Settlement Fund, which represents 33% of \$2,200,000. I believe the excellent results of this Settlement warrant attorney's fees in this amount, as well as the countless hours and risk my law firm undertook in litigating this matter for approximately three years. Class Counsel also intend to request that the any costs of Notice and Claims administration, to be paid from the Settlement Benefits. Class Counsel are not asking for their costs to be paid separately from the fund, but as part of the \$733,333.33 fee request.
32. The attorneys' fees and costs application will be prepared solely by Class Counsel, and any attorneys' fees and costs shall be paid to all counsel through Class Counsel.
33. As Defendant maintains physical address information for many of the Settlement Class Members called by Defendant, Class Notice is to be provided by mail to all persons with valid addresses. A reverse lookup will be conducted by KCC for all individuals for whom Defendant does not maintain address information. A direct mail notice will be sent to those individuals for whom address information can be located by KCC.
34. The \$2,200,000 in Settlement Fund shall pay for the Settlement. Class Counsel have prepared a direct mail notice, a true and correct copy of which

is attached to the Settlement as Exhibit C. Class Counsel have also prepared a formal lengthy Notice in a Question & Answer format to be posted on the Settlement Website that will be created upon preliminary approval of this class action settlement by the Court

35. Defendant participated in the drafting of these notices, by making minor comments and sending redlined changes to Class Counsel, all of which were accepted. Defendant also participated in the drafting of the Motion for Preliminary Approval by making minor revisions and edits, all of which were accepted. My understanding is that the Motion is uncontested.
36. Those notices adequately inform the Settlement Class Members about the settlement and their rights to opt out or object to the Settlement. I believe the proposed notice complies with any notice requirements. KCC, the Parties' proposed claims administrator, will use the records from Defendant to send out the direct mail notice within thirty (30) days of preliminary approval, where possible.
37. Class Members will not be required to submit a claim in order to receive settlement benefits.
38. I am unaware of any conflict of interest between Plaintiff and any putative class member or between Plaintiff and Plaintiff's attorneys.
39. I am unaware of any competing litigation.

#### RISKS OF CONTINUED LITIGATION

40. Taking into account the burdens, uncertainty and risks inherent in this litigation, Class Counsel have concluded that further prosecution of this action could be protracted, unduly burdensome, and expensive, and that it is desirable, fair, and beneficial to the class that the action now be fully and finally compromised, settled and terminated in the manner and upon the terms and conditions set forth in the Settlement Agreement.

41. The named Plaintiff and his counsel believe that the claims asserted in the action have merit. However, taking into account the risks of continued litigation, as well as the delays and uncertainties inherent in such litigation including the risks in any subsequent appeal, they believe that it is desirable that the action be fully and finally compromised, settled and terminated now with prejudice, and forever barred pursuant to the terms and conditions set forth in this Settlement Agreement. Class Counsel have concluded that with the Settlement Benefit and with the deterrent effects of the this Settlement, the terms and conditions of this Settlement Agreement are fair, reasonable and adequate to the proposed class, and that it is in the best interests of the proposed class to settle the Action.
42. Further recent developments in case law under the FCRA, show substantial risks regarding both merits and certification issues. Defendant's arguments raise a significant risk to the claims at issue in the case, and were given due weight in settlement discussions.
43. As such, it is my belief as class counsel that this Settlement represents an outstanding result for the Class. The result that was achieved is highly favorable in my opinion to the Class, and was achieved without subjecting Class Members to the risks and delay associated with further litigation.
44. A settlement was finalized, agreed upon by all Parties and counsel and a formal Settlement Agreement was executed. This motion for preliminary approval of class action settlement followed, which Defendant has agreed in the Settlement Agreement not to oppose.

#### CLASS COUNSEL'S EXPERIENCE

45. The Law Offices of Todd M. Friedman, P.C. seeks appointment as Class Counsel in this Action. I am informed and believe that Class Counsel are qualified and able to conduct this litigation as a class action.

46. As one of the main plaintiff litigators of consumer rights cases in the Southern of California, I have been requested to and have made regular presentations to community organizations regarding debt collection laws and consumer rights.
47. I have extensive experience prosecuting cases related to consumer issues. My firm, The Law Offices of Todd M. Friedman, P.C., in which I am a principal, has litigated over 2000 individual based consumer cases and litigated over 100 consumer class actions. These class actions were litigated in federal courts in California, Illinois, Pennsylvania, Colorado and Florida as well as California State Courts. Approximately 100% percent of my practice concerns consumer and employment litigation in general, with approximately 90% of my class action experience involving consumer protection, and approximately 25% percent of my class action practice involves litigating claims under the FCRA.
48. Therefore, my experience in litigating class actions and my years in practice allow me to provide outstanding representation to the Settlement Class. I will continue to strive to fairly, responsibly, vigorously and adequately represent the putative class members in this action.
49. I have served as plaintiff's counsel in at least the following cases involving various consumer rights claims (including class actions claims):
- a. *Vacarro v. I.C. Systems, Inc.*, 12-CV-02371-JAH-NLS (S.D. Cal.);
  - b. *Rivera v. Nuvel Credit Company LLC*, 13-CV-00164-TJH-OP (E.D. Cal);
  - c. *Dancer v. L.A. Times*, BC472154 (L.A. Superior Court);
  - d. *Couser v. Comenity Bank*, 3:12-cv-02484-MMA-BGS (S.D. Cal.);

- e. *Stemple v. QC Financial Services Group of California, Inc.*, 3:12-cv-01997-CAB-WVG (S.D. Cal.);
- f. *Abdejalil v. GE Capital Retail Bank*, 3:12-cv-02078-IEG-RBB (S.D. Cal.);
- g. *Groina v. Doc Prep Solutions*, 3:12-cv-02578-BTM-BGS (S.D. Cal.);
- h. *Alexander v. Manasseh Jordan Ministries*, 3:12-cv-02584-IEG-BLM (S.D. Cal.);
- i. *Neuls v. Dish Network*, 1:13-cv-01181-WJM-KMT (D. CO.);
- j. *Lecesse v. My Financial Gateway*, 3:12-cv-02375-JLS-KSC (S.D. Cal.);
- k. *Auerbach v. Successful Education Online, LLC*, 3:12-cv-05248-JSC (N.D. Cal.);
- l. *Raffin v. E-Choice Healthcare LLC*, 3:12-cv-02517-LAB-BLM (S.D. Cal.);
- m. *Olney v. Job.com*, 1:12-cv-01724-LJO-GSA (E.D. Cal.);
- n. *Couser v. Legal Shield*, 3:12-cv-02575-LAB-WVG (S.D. Cal.);
- o. *Langley v. Homeward Residential*, 2:12-cv-02623-JAM-EFB (E.D. Cal.);
- p. *Hunter v. Palisades Collection*, 3:12-cv-02401-JAH-JMA (S.D. Cal.);
- q. *Couser v. Worldwide Commerce Associates, LLC*, 3:13-cv-00118-H-BGS (S.D. Cal.);
- r. *Tarizzo v. United Agencies, Inc., Et Al.*, CV12-10248 JFW (MRWx) (C.D. Cal.);
- s. *Richard Chen v. National Enterprise Systems*, 3:12-cv-05910-JCS (N.D. Cal.);

- t. *Couser v. Apria Healthcare, Inc.* 8:13-cv-00035-JVS-RNB (C.D. Cal.);
- u. *Willis, Et Al. v. Chase Retail Services, Et Al.*, CV12-10252 DMG (SHx) (C.D. Cal.);
- v. *French v. Target*, 0:13-cv-02626 (District of MN);
- w. *Williams v. Credit Management, LP*, 5:12-cv-01924-TJH-OP (C.D. Cal.);
- x. *Murdock v. Western Dental Services, Inc.*, 3:12-cv-02449-GPC-BLM (S.D. Cal.);
- y. *Senesac v. Santander*, 3:12-cv-1193-J-20JRK (M.D. FL.);
- z. *Kielbasinski v. American Publishing Co.*, 841 Civil 2012 (Somerset County, PA)
- aa. *Friedman, Et Al. v. United American Insurance Company*, 3:12-cv-02837-IEG-BGS (S.D. Cal.);
- bb. *Malis v. Saveology.com, LLC*, 2:13-cv-10013-BAF-LJM (E.D. MI.);
- cc. *Blotzer v. Vital Recovery Services, Inc.*, 3:13-cv-00119-H-JMA (S.D. Cal.);
- dd. *Friedman v. Massage Envy*, 2:13-cv-04607-JAK-FFM (C.D. Cal.);
- ee. *Labou v. Cellco Partnership, et al*, 2:13-cv-00844-MCE-EFB (S.D. Cal.);
- ff. *Pacleb v. Career Education Corporation*, 2:13-cv-03090-R-FFM (C.D. Cal.);
- gg. *McNally v. Commonwealth Financial Systems, Inc. et al*, 3:12-cv-02770-IEG-MDD (S.D. Cal.);
- hh. *Franco v. Consumer Portfolio Services, Inc.*, 3:13-cv-01364-EDL (N.D. Cal.);

- ii. *Zimmer, Jr. v. 24 Hour Fitness, et al*, NC057484 (L.A. Superior Court);
- jj. *Webb v. Healthcare Revenue Recovery Group, LLC*, 3:13-cv-00737-RS (N.D. Cal.);
- kk. *Couser v. Central Credit Services, Inc.*, 3:12-cv-02424-LAB-WMC (S.D. Cal.);
- ll. *Abdeljalil v. General Electric Capital Corporation*, 12-CV-02078-IEG-RBB (S.D. Cal.);
- mm. *Rivera v. Nuvel Credit Company et al*, 5:13-cv-00164-TJH-OP (C.D. Cal.);
- nn. *Blotzer v. Dura Medic, LLC*, 2:13-cv-00675-JAK-JCG (C.D. Cal.);
- oo. *Foote v. Credit One Bank*, 2:13-cv-00512-MWF-PLA (C.D. Cal.);
- pp. *Rodriguez v. Real Time Resolutions*, 3:13-cv-00728-JM-RBB (S.D. Cal.);
- qq. *Fox v. Asset Acceptance*, 3:13-CV-00922-DMS-BGS (S.D. Cal.);
- rr. *Couser v. Financial Recovery Services, Inc.*, 3:12-cv-02541-CAB-WVG (S.D. Cal.);
- ss. *Friedman v. LAC Basketball Club, Inc.*, 2:13-cv-00818-CBM-AN (C.D. Cal.);
- tt. *Chen v. Allstate Insurance Company, et al*, 3:13-CV-00685-LB (N.D. Cal.);
- uu. *Eubank v Terminix International*, 3:15-cv-00145-WQH-JMA (S.D. Cal.);
- vv. *Rowe v Michaels Stores* 15-cv-01592-EJD (N.D. Cal.);
- ww. *Hernandez v Chevron* 56-2015-00465135-CU-NP-VTA (Ventura County SC);
- xx. *Benotmane v Midway Rent a Car* BC560969 (LASC);

- yy. *Payton v Luxe Valet* BC588462 (LASC);
- zz. *Kellet, et. al v Uber Technologies*, BC585704 (LASC); and
- aaa. *Starks v Geico Indemnity Company*, Case No. CV-15-5771-MWF (PJW);
- bbb. *Nicole Romano et. al. v. SCI Direct, Inc.* Case No. 2:17-cv-03537-ODW-JEM (C.D. Cal.);
- ccc. *Nicole Romano et al v. SCI Direct, Inc.* Case No. 2:18-cv-02377-ODW-JEM (C.D. Cal.);
- ddd. *Marko, et al. v. Doordash, Inc.*, BC659841 Los Angeles Superior Court.

50. Over the past three years alone, The Law Offices of Todd M. Friedman has served as plaintiff's counsel in at least the following class action cases involving various class actions claims consumer rights claims, where a settlement was reached on a class-wide basis, and have achieved over \$85,000,000 in class-wide relief for consumers:

- a. *Dancer v. L.A. Times*, BC472154 (L.A. Superior Court) (common fund class-wide settlement of \$3 million to \$4 million granted final approval);
- b. *Couser v. Comenity Bank*, 3:12-cv-02484-MMA-BGS (S.D. Cal.) (\$8.475 million class-wide settlement achieved and granted final approval);
- c. *Stemple v. QC Financial Services Group of California, Inc.*, 3:12-cv-01997-CAB-WVG (S.D. Cal.) (certified class achieved by motion, and subsequent class-wide settlement of \$1.5 million achieved, with final approval granted);

- d. *Couser v. Apria Healthcare, Inc.* 8:13-cv-00035-JVS-RNB (C.D. Cal.) (common fund class-wide settlement of \$400,000 to \$750,000, granted final approval);
- e. *Abdeljalil v. General Electric Capital Corporation*, 12-CV-02078-IEG-RBB (S.D. Cal.) (class-wide settlement with common fund of \$6.125 million achieved, preliminary approval granted, final approval pending);
- f. *Fox v. Asset Acceptance*, 3:13-CV-00922-DMS-BGS (S.D. Cal.) (common fund of \$1 million in class-wide relief achieved, granted final approval);
- g. *Friedman v. LAC Basketball Club, Inc.*, 2:13-cv-00818-CBM-AN (C.D. Cal.) (class-wide settlement achieved and granted final approval);
- h. *Gerich et. al. v. Chase Bank USA et. al.* Case No 1:12-cv-5510 (N.D. Ill.) (class-wide settlement of \$34 million, granted final approval);
- i. *Than Zaw v Nelnet, Inc.*, Penal Code § 632 class – (Achieved class-wide settlement of \$1,188,110, granted final approval of court);
- j. *Medeiros v HSBC*, (common fund settlement of between \$4.5 million and \$6.5 million achieved, preliminary approval granted);
- k. *Ann Fox v. Spectrum Club Holding Company et al.*, Case No. 2:14-CV-06766-PSG-FFMx (class-wide settlement, preliminary approval granted);
- l. *Sayan Aboudi v. T-Mobile USA, Inc.*, Case No. 3:12-cv-02169-BTM-NLS (class-wide settlement in TCPA case, with common fund of \$2.5 million to \$5 million, with average per class member payment of \$500, final approval granted);

- m. *Andrew Roseman v. BGASC, LLC, et. al.*, Case No. EDCV 15-1100-VAP (SPx) (C.D. Cal.) (class-wide relief achieved, final approval granted);
- n. *Everado Gonzalez v The Scotts Company*, Case No. BC577875, Consolidated with Case No: BC570350 (LASC) (class-wide settlement of \$925,000 in wage and hour class action on behalf of approximately 603 employees achieved, final approval granted);
- o. *Payton v Luxe Valet*, Case No. BC588462 (LASC) (class-wide settlement in wage and hour independent contractor misclassification class action, on behalf of 1,800 employees, settled for \$2.4 million, final approval granted);
- p. *Shelby v Two Jinn, Inc.*, Case No. 2:15-cv-03794-AB-GJS (C.D. Cal.) (EFTA class action involving no cognizable actual damages, with net worth of company of \$25 million, settled for non-reversionary common fund of \$457,000, despite liability under 15 U.S. Code § 1693m(a) likely being only \$250,000; final approval granted, zero objections);
- q. *Couser v Dish One Satellite*, Case No. 5:15-cv-02218-CBM-DTB (C.D. Cal.) (TCPA class action, final approval granted);
- r. *Couser v Dish One Satellite*, Case No. RIC 1603185 (Riverside S.C.) (Penal Code 632 class action, preliminary approval pending);
- s. *Miller v Pacific Auto Wash*, Case No. BC510734 (OCSC) (PAGA and Labor Code class action, preliminary approval granted);
- t. *Anne Wolf v Hewlett Packard Company*, Case No. 5:15-cv-01221-BRO-GJS (C.D. Cal.) (CLRA class action certified by contested motion on behalf of tens of thousands of class members who purchased printer that was falsely advertised to include Smart Install feature, settled on a wider multi-state, multi-product basis, preliminary approval granted);

- u. *De La Paz v Accurate Courier NCA LLC*, Case No. 16CV00555 (wage and hour class action, preliminary approval granted);
- v. *Ross v Zurixx LLC*, Case No. 34-2016-00190874 (Sacramento SC) (UCL, FAL and CLRA class action alleging false advertising for real estate educational courses, non-reversionary common fund settlement for over \$600 per class member, final approval granted);
- w. *Eubanks v Terminix International, Inc.*, Case No. 3:15-cv-00145-WQH-JMA (PAGA settlement reached in wage and hour action on behalf of pest control technicians, preliminary approval pending);
- x. *Jonathan Weisberg, v. HD Supply, Inc.*, Case No. 15-cv-08248-FMO (MRWx) (class-wide settlement in TCPA class action, settled for \$1.225 million, final approval granted);
- y. *Ryoo Dental, Inc. v OCO Biomedical, Inc.*, Case No. 8:16-cv-01626-DOC-KES (TCPA fax blast class action, settled on class wide basis, preliminary approval granted);
- z. *Sonia Barrientos v Law Office of Jeffrey H. Jordan*, Case No. 2:15-cv-06282-JAK-GJS (FDCPA/RFDCPA letter class action, settled on class wide basis, preliminary approval granted);
- aa. *Tahmasian v Midway Rent A Car*, Case No. 30-2015-00813013-CU-OE-CXC (LASC) (PAGA and Labor Code class action, final approval granted);
- bb. *Craig Cunningham v Lexington Law Firm*, Case No. 1:17-cv-00087-EJF (N.D. UT) (TCPA class action MDL involving solicitation prerecorded voice calls made by a third party, vicarious liability alleged, preliminary approval pending).

cc. *Fernandez v Reliance Home Services, Inc.* Case No. BC607572 Los Angeles Superior Court (wage and hour plus PAGA class action, Final approval granted); and

dd. *Jaylinda Girardot et al v. Bail Hotline Bail Bonds, Inc.*, Case No. FCS048335 Solano County Superior Court (wage and hour plus PAGA class action, preliminary approval pending);

ee. *Wondra Curtis v The Anthem Companies, Inc.*, Case No. 8:16-cv-01654-DOC-JCG (wage and hour class action for off the clock work, settled on class wide basis, preliminary approval pending);

51. My firm is also currently litigating the following cases which were certified as class actions under Rule 23 by contested motion:

- a. *Sheena Raffin v Nationstar, Inc.* et. al., Case No. 2:15-cv-04912-MWF-PJW (C.D. Cal.) (Cal. Penal Code § 632.7 class action certified by Hon. George H. King Ret. under Rule 23(b)(2) and (b)(3) on behalf of class members whose calls were recorded without knowledge or consent);
- b. *Anne Wolf v Hewlett Packard Company*, Case No. 5:15-cv-01221-BRO-GJS (C.D. Cal.) (CLRA class action certified on behalf of tens of thousands of class members who purchased printer that was falsely advertised to include Smart Install feature);
- c. *Caldera v. American Medical Collection Association*, (C.D. Cal.) Case No. 2:16-cv-00381-CBM-AJW (TCPA class action on behalf of 30,000-100,000 class members, certified by contested motion);
- d. *Alfred Zaklit, et. al. v. Nationstar Mortgage LLC*, Case No. 5:15-cv-02190-CAS-KK (C.D. Cal.) Cal. Penal Code § 632.7 class action certified under Rule 23(b)(2) and (b)(3) on behalf of class members whose calls were recorded without knowledge or consent);
- e. *D'Angelo Santana vs Rady Children's Hospital*, Case No. 37-2014-00022411-CU-MT-CTL (San Diego Superior Court) Confidentiality of Medical Information Act, Cal. Civ. Code § 56 *et seq.*;

- f. *Edward Makaron v. Enagic USA, Inc.*, Case No. 2:15-cv-05145-DDP-E (C.D. Cal.) (TCPA class action certified on behalf of approximately 1,000,000 class members, potential damages over \$1 billion); and
- g. *Rodriguez v. Experian Information Solutions, Inc. et. al.* Case No. 2:15-cv-01224-RAJ (W.D. Wash.) (FCRA class action for improper credit pulls; certified under Rule 23).

I declare under penalty of perjury under the laws of California and the United States of America that the foregoing is true and correct, and that this declaration was executed on February 4, 2019.

By: /s/ Todd M. Friedman  
Todd M. Friedman, Esq.