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Class Counsel

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

SHAWN ESPARZA, on behalf of
herself, and all others similarly situated,

Plaintiff,

v.

SMARTPAY LEASING, INC.,

Defendant.

Case No.: 17-cv-3421-WHA

CLASS ACTION

**DECLARATION OF RONALD A.
MARRON IN SUPPORT OF
PLAINTIFF’S NOTICE AND
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT
AND APPROVAL OF PLAN OF
ALLOCATION**

Hearing Date: January 16, 2020

Hearing Time: 11:00 a.m.

Judge: Hon. William Alsup

Courtroom: 12 – 19th Floor

1 Pursuant to 28 U.S.C. § 1746, I, Ronald A. Marron, hereby declare and state
2 as follows:

3
4 1. I, along with my colleagues Alexis Wood and Kas Gallucci, am counsel
5 of record for Plaintiff and the Class in this action. I am a member in good standing
6 of the State Bar of California and the United States District Courts for the Northern,
7 Central, Eastern, and Southern Districts of California; and of the United States Court
8 of Appeals for the Ninth Circuit, and the Supreme Court of the United States of
9 America. I submit this declaration in support of Plaintiff's Motion for Final
10 Approval of Class Action Settlement and Approval of Plan of Allocation. I make
11 this Declaration based on personal knowledge and if called to testify, I could and
12 would competently testify to the matters contained herein.

13
14 2. At the time this declaration was made, Heffler Claims Group
15 ("Heffler"), the appointed Claims Administrator in this matter, has determined that
16 out of the 23,144 Class Members, 23,112 received notice via postcard or email
17 (22,989 via postcard and 126 via email). Thus, out of the 32,144 Class Members
18 only 32 individuals did not receive notice due to receipt of an email bounce back and
19 will be excluded from the Class. After paying Settlement Costs, subject to Court
20 approval, each Class Member is expected to receive \$278. I came to that number
21 with the following math: Settlement Fund (\$8,679,000.00) minus Settlement Costs
22 [Heffler Claims Administration (\$75,000); Attorneys' Fees (\$2,142,354.60); Costs
23 (\$32,081.58); Incentive Payment (\$2,500)] = \$6,427,063.82 divided by 23,112 Class
24 Members who were provided notice = \$278.

25 3. I am informed that on September 20, 2019, pursuant to the Class Action
26 Fairness Act 28 U.S.C. §1715(b) ("CAFA Notice"), notice of the Settlement was
27
28

1 sent to the Attorney General of the United States and to the requisite state Attorneys
2 General by sending them the documents specified by 28 U.S.C. §1715(b)(1)-(8).

3 4. Class Counsel obtained and reviewed over a thousand pages of
4 documents, deposed Defendant's 30(b)(6) witness, deposed three additional
5 witnesses identified by Defendant as knowledgeable on certain topics, and engaged
6 in meet-and-confer sessions to pursue the discovery necessary to obtain the
7 information to prove up Plaintiff's claims. During this discovery process, Plaintiff
8 also sat for a deposition, received and produced documents, reviewed the complaint
9 and various pleadings drafted by her attorneys, responded to substantial written
10 discovery, including providing supplemental responses. Additionally, Class
11 Counsel served third-party discovery on Twilio, Inc., the dialing platform involved
12 in the matter, which included many telephonic meet and confers and review of
13 Twilio's documents produced in response to Plaintiff's Subpoena and publicly
14 available on its website.

15 5. Once the settlement was reached, Defendant participated in a
16 confirmatory discovery deposition about the number of Class Members, all to
17 confirm that the settlement was fair, reasonable and adequate.

18 6. The Settlement is the result of adversarial arm's-length negotiations
19 between attorneys experienced in the litigation, certification, trial and settlement of
20 nationwide class action cases and Class Counsel believe the Settlement is fair,
21 adequate, and reasonable under the circumstances.

22 I declare under penalty of perjury under the laws of the United States and the
23 State of California that the foregoing is true and correct.

24 Executed on this 16th day of December, in San Diego, California.

25
26 By: /s/ Ronald A. Marron
27 RONALD A. MARRON