

TO: ALL PERSONS WITHIN THE UNITED STATES (I) TO WHOSE CELLULAR TELEPHONE NUMBER (II) SMARTPAY LEASING SENT A TEXT MESSAGE (III) USING ITS VENDOR TWILIO, INC.'S PLATFORM (IV) FROM SEPTEMBER 29, 2015 TO JUNE 13, 2017, (V) AFTER TEXTING THE WORD "STOP."

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

You are not being sued. This notice is to inform you of a class action settlement.

Para ver este aviso en español, visite www.SmartPayTCPAClassAction.com

- A Settlement has been reached in a class action lawsuit alleging that SmartPay Leasing (“SmartPay”) is liable under the Telephone Consumer Protection Act for allegedly unauthorized text messages sent to consumers’ cellular telephones via Twilio Inc.’s text messaging platform.
- The Settlement includes: All persons within the United States (i) to whose cellular telephone number (ii) SmartPay sent a text message (iii) using its vendor Twilio, Inc.’s platform (iv) from September 29, 2015 to June 13, 2017, (v) after texting the word “STOP.”
- The Defendant has agreed to pay \$8,679,000 (the “Settlement Fund”) to settle the lawsuit. After deducting costs of notice and claims administration, attorneys’ fees and litigation costs, and an incentive award to the Class Representative, the remaining amount will be divided on a *pro rata* basis (equally) among everyone that does not opt-out of the Class.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing	If you do nothing, you will remain a Class Member and will receive a payment if the Court finally approves the Settlement. You will lose your right to file your own separate lawsuit against Defendant about any text messages you may have received after texting Defendant the word “STOP,” and you will be bound by the Settlement.
Exclude Yourself from the Settlement	This is the only option that allows you to be part of any other lawsuit against the Defendant, SmartPay, for the legal claims made in this lawsuit and released by the Settlement Agreement.
Object to the Settlement	Write to the Court with reasons why you do not like the Settlement.
Participate in the Hearing	Ask the Court for permission for you or your attorney to appear and be heard at the Final Approval Hearing.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at www.SmartPayTCPAClassAction.com, or call 1-844-412-1943.
- The Court overseeing this case still has to decide whether to approve the Settlement. Payments will be distributed if the Court approves the Settlement and after any appeals are resolved.

BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be sent because you have a right to know about the proposed Settlement that has been reached in this class action lawsuit and about your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, the Claims Administrator appointed by the Court will make the payments provided for by the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the Northern District of California, and Judge William Alsup is overseeing the action. The case is known as *Esparza v. SmartPay Leasing, Inc.*, Case No. 17-cv-3421-WHA (the “Action”). Shawn Esparza is the Plaintiff and Class Representative. The company she sued, SmartPay, is the Defendant. You do not have to live in California to be affected by or to get a payment under the Settlement.

2. What is this lawsuit about?

In this lawsuit, Plaintiff claims that Defendant violated the federal Telephone Consumer Protection Act of 1991, 47 U.S.C. § 227, *et seq.* (the “TCPA”), by sending text messages via an auto-dialer to Class Members after the Class Member texted “STOP.”

The TCPA provides, among other relief, that a plaintiff may seek statutory damages of up to \$500 per violation, and that this amount may be trebled for willful violations. The TCPA does not provide for the recovery of attorneys’ fees. Defendant denies any wrongdoing and denies that it violated the TCPA.

The Court certified the case as a class action so that all claims regarding Defendant’s text messages to Class Members will be resolved class-wide in this single lawsuit. The Court’s decision to certify the case as a class action did not decide any of the merits of the case. This description of the case is general and does not cover all issues or proceedings.

3. What is a class action?

In a class action, one or more people called a Class Representative(s), in this case Shawn Esparza, sue on behalf of people who have similar claims. Together, the Class Representative and group of individuals are called the Class or Class Members. One court resolves the issues for all Class Members, except for those who requested to be excluded from the Settlement.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Defendant. Instead, the Plaintiff and Defendant agreed to settle the Action to avoid the risks and cost of a trial. The Settlement also allows Class Members to be compensated without further delay. The Class Representative and her attorneys think the Settlement is best for all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

5. Am I included?

The Class Members include all persons within the United States (i) to whose cellular telephone number (ii) SmartPay sent a text message (iii) using its vendor Twilio, Inc.'s platform (iv) from September 29, 2015 to June 13, 2017, (v) after texting the word "STOP." Defendant's records have identified 23,144 persons in the Class.

Excluded from the Settlement are SmartPay, its parent companies, affiliates, or subsidiaries, or any entities in which such companies have a controlling interest; any employees thereof; the judge or magistrate judge to whom the Action is assigned and any member of those judges' staffs and immediate families; and any persons who timely and validly request exclusion from the Class.

Postcard notice of the Settlement has been sent to individuals identified as potential users or subscribers of phone numbers receiving such texts based upon SmartPay's available business records.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

The Settlement provides \$8,679,000 to create a non-reversionary settlement fund (the "Settlement Fund"), or \$375 per Class Member. The Settlement Funds shall be available to pay each Class Member who does not opt out of their pro rata share of the Settlement Fund, less attorneys' fees, litigation expenses, including settlement administration, and an incentive award to the Class Representative set by the Court. Plaintiff will petition the Court for an incentive award and attorneys' fees, litigation expenses, and costs of settlement administration. Final approval and a determination of an incentive award, attorneys' fees, and expense are subject to a Final Approval Hearing.

7. How much will my payment be?

Each Class Member will be entitled to a one-time *pro rata* (i.e., equal or proportional) share of the net Settlement Fund. The parties estimate the payment will be approximately \$245. No action is required on your part to receive this payment. The Claims Administrator will issue payments by way of check. Any unclaimed or un-cashed funds or checks will be divided among the Class Members who cashed their settlement checks if the remaining amount will provide for more than \$10 per person, otherwise it will become part of the Settlement Fund for *cy pres* distribution to CTIA, or a similar organization approved by the Court.

HOW TO GET SETTLEMENT BENEFITS

8. How do I receive a payment?

You do not need to do anything to remain a member of the Class and receive payment.

9. When will I get my payment?

The Court has scheduled a Final Approval Hearing before Judge William Alsup on **January 16, 2020** in Courtroom 12 of the United States District Court, Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102. You or your attorney (at your expense) may attend this hearing if you desire and request to address the Court regarding any matters relating to this Settlement. If Judge Alsup grants Final Approval, and there are no appeals, the Order will become final thirty days from the date it is entered. If there are appeals, the

Final Approval Order will not become final until those appeals are resolved. It is always uncertain whether and when appeals would be resolved. The Claims Administrator will attempt to pay all claims within 30 days of the date the Order becomes final.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

Yes, the Court appointed Ronald A. Marron, Alexis M. Wood, and Kas L. Gallucci, of The Law Offices of Ronald A. Marron, 651 Arroyo Drive, San Diego, CA 92103 to represent you and other Class Members as “Class Counsel”. Their contact information is below.

Ronald A. Marron
Alexis M. Wood
Kas L. Gallucci
The Law Offices of Ronald A. Marron
651 Arroyo Drive
San Diego, California 92108
Admin@ConsumersAdvocates.com

You may hire your own lawyer at your own expense, but you don’t have to.

11. How will the lawyers, Class Representative and Claims Administrator be paid?

Class Counsel will apply to the Court for no more than one-third of the Settlement Fund (a maximum of \$2,893,000) for their attorneys’ fees, for their litigation costs (estimated to be approximately \$60,000), as well as all reasonable costs and expenses associated with giving notice to the Class Members and administering the Settlement (estimated to be approximately \$75,000), and an incentive award in the amount of no more than \$7,500 for the Class Representative for her efforts in bringing the action and assisting throughout the litigation. The incentive award sought amounts to less than \$0.33 per Class Member and less than 1% of the total recovery. The above expenses, costs, incentive award and fees combined represents approximately 35% of the Settlement Fund. The anticipated net amount expected to be distributed to each Class member is approximately \$245. Final approval and a determination of an incentive award, attorneys’ fees, settlement administration costs, and expenses are subject to a Final Approval Hearing. If approved by the Court, all of these amounts will be deducted and paid from the Settlement Fund before making payments to Class Members.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this Settlement, or you want to keep the right to sue or continue to sue Defendant on your own, then you must take steps to get out of the Settlement. This is called “excluding yourself” from, or “opting out” of, the Class.

12. What happens if I ask to be excluded?

If you are a Class Member and you ask to be excluded from the Settlement, you will keep the right to sue SmartPay on the issues the Settlement concerns, but SmartPay can raise all of its defenses. You will not be legally bound by the Court’s orders or any judgment related to the Class and the Defendant in this class action and you will not be entitled to any relief the Settlement provides.

13. How do I ask to be excluded?

You have the right to exclude yourself from the Settlement (“opt-out”) by sending a letter to the Claims Administrator containing (1) your name, (2) your address (3) the name of this case, *Esparza v. SmartPay*, (4) a statement that you wish to be excluded from the Class (for example, “Exclude me from the *Esparza v. SmartPay* case.”) and (5) the Identification Number on the postcard you received in the mail. If you exclude yourself from the Settlement -- in other words, if you opt out -- you will retain any claims you might have against Defendant, you will not be bound by the Settlement, and you will not share in any recovery provided in any Settlement Agreement. Your request for exclusion must be postmarked on or before **December 16, 2019**, and addressed as follows:

SmartPay Leasing Settlement
c/o Claims Administrator
P.O. Box 58817
Philadelphia, PA 19102-8817

Upon receipt of the requests for exclusion, the Claims Administrator will promptly provide copies to the attorneys for the parties.

14. If I do not exclude myself, can I sue the Defendant for the same thing later?

If you are a member of the Class and you do not submit a request for exclusion, you will give up your right to sue SmartPay on the issues the Settlement concerns through an individual or class action.

15. If I exclude myself from the Settlement, can I get anything from the Settlement?

No. If you exclude yourself from the Settlement you will no longer be able to receive a benefit from the Settlement.

16. How do I tell the Court that I do not like the Settlement?

If you are a Class Member, you can object to the Settlement or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views before making a decision. To object, you must mail a letter or other document saying that you object to the Settlement of *Esparza v. SmartPay*, United States District Court for the Northern District of California, Case No. 17-cv-3421-WHA, and the reasons for your objection. Your objection must also include your full name, address, current telephone number, the Identification Number on the Postcard Notice you received and any documents that support your objection. Mail the objection to each of the following addresses postmarked no later than **December 16, 2019**. If you are represented by a lawyer, your lawyer must file your objection or comment with the Court. Include your lawyer’s contact information in the objection or comment.

Clerk of the Court U.S. District Court Northern District of California 450 Golden Gate Avenue, San Francisco, CA 94102	Class Counsel Ronald A. Marron Law Office of Ronald A. Marron 651 Arroyo Drive San Diego, CA 92103	Defense Counsel Jeffrey A. Topor Simmonds & Narita, LLP 44 Montgomery Street, Ste. 3010 San Francisco, CA 94104 And Emily Lee Wallerstein Eric J. Troutman Squire Patton Boggs 555 S. Flower Street 31 st Floor Los Angeles, CA 90071	SmartPay Leasing Settlement c/o Claims Administrator P.O. Box 58817 Philadelphia, PA 19102- 8817
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17. May I speak to the Court about my objection?

Yes, you may also ask the Court for permission for you or your attorney to speak at the Final Approval Hearing. To do so, you must (1) file a notice of appearance with the Court no later than ten (10) days prior to the Final Approval Hearing, or as the Court may otherwise direct; and (2) serve a copy of such notice of appearance on all counsel for all Parties.

You cannot object or speak at the hearing if you “excluded yourself” from the Class.

18. What is the difference between objecting to and asking to be excluded from the Settlement?

Objecting simply means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself means telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you are excluding yourself from the entire Settlement, and you have no basis to object because the case no longer affects you.

THE COURT’S FINAL APPROVAL HEARING

19. When and where is the final approval hearing?

The Court will hold a Final Approval Hearing at **11:00 A.M.** on **January 16, 2020** in Courtroom 12 of the United States District Court, Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, before the Honorable William Alsup. If anyone has asked to speak at the hearing (see Question 17), Judge Alsup will listen to him or her at that time. The Court will decide after the hearing whether to approve: (1) the Settlement as fair and reasonable; (2) the amount of attorneys’ fees and costs of litigation; (3) the costs of notice and administration; and (4) the incentive award to be provided to the Plaintiff as Class Representative. The Motion for Attorneys’ fees and costs will be posted on the website after they are filed.

We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Alsup may have that are directed to the Class. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. If you mail your written objection on time, the Court will consider it.

GETTING MORE INFORMATION

21. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which can be viewed or downloaded at www.SmartPayTCPAClassAction.com and is part of the Court's file, a public record. Many of the Court papers, including this Notice, the Settlement Agreement, and the Order for Preliminary Approval are also posted on the Settlement website, www.SmartPayTCPAClassAction.com. You can obtain a copy of the Settlement Agreement or review any other part of the papers relating to the lawsuit by examining the records of this case *Esparza v. SmartPay Leasing, Inc.*, Case No. 17-cv-3421-WHA, at the Clerk's office at the United States District Court, Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102. The clerk's office has the ability to make copies of any such public documents for you. Also, all filed documents in the case, including the Settlement documents, are available for viewing online for a fee through the Court's PACER document review system (www.pacer.gov).

CONTACT THE CLAIMS ADMINISTRATOR WITH ANY QUESTIONS

1-844-412-1943 OR GO TO WWW.SMARTPAYTCPACLASSACTION.COM

22. What am I giving up in exchange for the Settlement?

Unless you exclude yourself, you will release SmartPay, and each of their respective past, present, and future parents, subsidiaries, affiliated companies and corporations, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives. (collectively "Released Parties") from any and all claims, as of the date of the Final Approval Order, that relate to automated text messages pursuant to the Telephone Consumer Protection Act, 47 U.S.C. § 227 and parallel state law claims related to such text messages sent by SmartPay to Class Members during the Class Period. The release also covers known and unknown claims, and waives rights under California Civil Code § 1542 and similar statutes. You will no longer be able to sue, continue to sue, or be part of any other lawsuit against Defendant and related parties about the claims made in this Action and released by the Settlement Agreement. This means that all of the Court's orders will apply to you and will legally bind you. By staying in the Class, you agree to release any claims, known and unknown, arising from the facts alleged in this lawsuit. The full terms of this Release are contained in the Settlement Agreement, Section 18, available at www.SmartPayTCPAClassAction.com, or at the public court records on file in this lawsuit.