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**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**

**~~[PROPOSED]~~ JUDGMENT IN A  
CIVIL ACTION**

1 This matter came before the Court on January 16, 2020 for final approval of  
2 the settlement. Full and adequate notice having been given to the Class as required  
3 in the Court's Order Granting Preliminary Approval of Class Settlement dated  
4 September 12, 2019 (Dkt. No. 104), and the Court having considered all papers filed  
5 and proceedings had herein and otherwise being fully informed in the premises and  
6 good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND  
7 DECREED THAT:

8 1. This Court has jurisdiction over the subject matter of the litigation and  
9 over all parties to the litigation, including all Class members.

10 2. The Court finds that the distribution of the Notice complied with the  
11 terms of the Settlement Agreement and the prior Order of the Court and provided  
12 the best notice practicable under the circumstances of those proceedings and of the  
13 matter set forth therein, including the proposed settlement, to all Persons entitled to  
14 such notice, and said notice fully satisfied the requirement of Federal Rule of Civil  
15 Procedure 23; due process; and any other applicable law.

16 3. In light of the benefits to the Class members, the complexity, expense,  
17 and possible duration of further litigation against Defendant, the risk of establishing  
18 liability and damages, the risks and costs of continued litigation, and other reasons  
19 set forth in the Plaintiff's Motion for Final Approval, the Court hereby approves the  
20 settlement set forth in the Settlement Agreement pursuant to Federal Rule of Civil  
21 Procedure 23 and finds that:

- 22 a. The Settlement Agreement and settlement contained therein, are, in  
23 all respects, fair, reasonable, and adequate and in the best interest of  
24 the Class members;
- 25 b. There was no collusion between or among the Parties in reaching  
26 the agreement set forth in the Settlement Agreement;
- 27  
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1 c. The Settlement Agreement was the product of informed, arm's-  
2 length negotiations among competent, able counsel and with the  
3 assistance of the Honorable Leo S. Papas of Judicate West; and

4 d. The record is sufficiently developed and complete to have enabled  
5 the Parties to have adequately evaluated and considered their  
6 positions.

7 Accordingly, the Court authorizes and direct implementation and performance of all  
8 the terms and provisions of the Settlement Agreement, as well as the terms and  
9 provisions hereof.

10 4. Upon the Declarations of Scott M. Fenwick of Heffler Claims Group  
11 (Dkt. Nos. 106-2 & 107-1), the Court finds that the settlement notice provided to the  
12 Class members was the best notice practicable under the circumstances and it  
13 satisfied the requirements of due process and Federal Rule of Civil Procedure  
14 23(e)(1).

15 5. The Court finds that the distribution by mail and email and publication  
16 of the Notice on the Settlement website (in English and Spanish) to Class members;  
17 (i) constituted the best notice practicable under the circumstances; (ii) was  
18 reasonably calculated, under the circumstances, to apprise Class members of the  
19 settlement, the effect of the settlement (including the releases therein), and their right  
20 to object to the terms of the settlement and appear at the Final Approval Hearing;  
21 (iii) constituted due and sufficient notice of the settlement to all reasonably  
22 identifiable persons entitled to receive such notice; and (iv) satisfied the  
23 requirements of due process, Federal Rule of Civil Procedure 23(e)(1) and the Class  
24 Action Fairness Act of 2005, 28 U.S.C. § 1715, and all applicable laws and rules.

25 6. Upon the Declaration of Scott M. Fenwick of Heffler Claims Group,  
26 the court finds that the settlement notice has been given to the appropriate State and  
27 Federal officials in accordance with the Class Action Fairness Act, 28 U.S.C. § 1715.

28 7. No members of the Class filed objections to the settlement.

1           8.     One-hundred and three (103) members of the Class are excluded from  
2 the Class. These 103 persons, identified on Exhibit A, are individuals to whom  
3 notice could not be successfully effectuated. (Dkt. No. 108).

4           9.     After due consideration of, among other things, the benefits to the Class  
5 members and the uncertainty about the likelihood of: (a) the Class's ultimate success  
6 on the merits; (b) the range of the Class's possible recovery; (c) the complexity,  
7 expense, and duration of the litigation; (d) the substance and amount of opposition  
8 to the settlement; (e) the state of proceedings at the time the settlement was achieved;  
9 and (f) all written submissions, declarations and arguments of counsel; and after  
10 notice and hearing, this Court finds that the settlement is fair, adequate and  
11 reasonable, and in the best interests of the Class. This Court also finds that the  
12 financial terms fall within the range of settlement terms that would be considered  
13 fair, adequate and reasonable. Accordingly, this settlement should be and is  
14 APPROVED and shall be consummated in accordance with the terms and provisions  
15 of the Settlement Agreement and shall govern all issues regarding the settlement and  
16 all rights of the parties, including the Class members. Each Class member shall be  
17 bound by the Settlement Agreement, including being subject to the Releases set forth  
18 in the Settlement Agreement.

19           10.    Defendant has agreed to pay the total of \$8,679,000.00 to pay Class  
20 members, class action settlement administration costs, attorney's fees, costs, and a  
21 service award to Plaintiff as determined and awarded by this Court. Funds remaining  
22 from any uncashed checks shall be retained by the Settlement Administrator and  
23 redistributed to the other Class members on a pro rata basis or, if not economically  
24 feasible to redistribute, paid to CTIA, the *cy pres* beneficiary, pursuant to an order  
25 of this Court.

26           11.    As agreed in and subject to the Settlement Agreement, each member of  
27 the Class will be mailed a check in the amount of \$375.00, subject to a *pro rata*  
28 reduction for the payment of incentive award, attorneys' fees and costs, and

1 administrative costs. The Settlement Administrator will cause those checks to be  
2 mailed after receiving the settlement funds. Checks issued to the Class members will  
3 be void 180 days after issuance.

4 12. The Court expressly adopts and incorporates herein all of the terms of  
5 the Settlement Agreement. The Parties to the Settlement Agreement shall carry out  
6 their respective obligations under that Agreement.

7 13. Upon payment of all monies due pursuant to the Settlement Agreement,  
8 all claims or causes of action of any kind by any Class member or anyone claiming  
9 by or through him, her, or it brought in this Court or any other forum (other than  
10 those by persons excluded from the Class) are forever barred pursuant to the  
11 Releases set forth in the Settlement Agreement and the Court's Final Approval Order  
12 and incorporated herein. All persons are enjoined from asserting any claims that are  
13 being settled or released herein, either directly or indirectly, against Defendant and  
14 the Released Parties in this Court or any other court or forum.

15 14. Notwithstanding Paragraph 13 above, nothing herein shall bar any  
16 action by the Parties to enforce or effectuate the settlement.

17 15. The Settlement Agreement may not be construed, in whole or in part,  
18 as an admission of fault or liability to any person by any of the Released Parties, nor  
19 shall the Settlement Agreement, or any part thereof, be offered or received in  
20 evidence in any action or proceeding as an admission of liability or wrongdoing of  
21 any kind by any of the Released Parties, except that nothing in this Paragraph shall  
22 affect the admissibility of the Settlement Agreement, or any of its terms, in any  
23 action or proceeding to effectuate the terms of this settlement.

24 16. A separate order shall be entered regarding Class Counsel's petition for  
25 attorney's fees and costs and for Plaintiff's service award. Such orders shall not  
26 disturb or affect any of the terms of this Order.

27 17. This action, including all claims against Defendant concerning the text  
28 messages Defendant sent using its vendor Twilio, Inc.'s platform from September

1 29, 2015 to June 13, 2017, after Class members texted the word “STOP”, is hereby  
2 dismissed with prejudice and without taxable costs to any party.

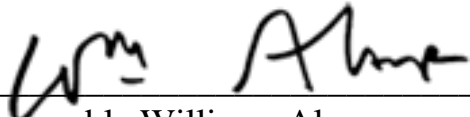
3 18. The provisions of this Judgment constitute a full and complete  
4 adjudication of the matters considered and adjudged herein, and the Court directs  
5 immediate entry of this Judgment by the Clerk of the Court.

6 19. The Court sets a deadline for a status report on the accounting of the  
7 monies distributed to the Class and to determine how the remaining funds are to be  
8 distributed on September 17, 2020.

9  
10 **IT IS SO ORDERED.**

ENTERED:

11  
12 DATED: January 28, 2020.

  
\_\_\_\_\_  
Honorable Williams Alsup  
United States District Court Judge

**EXHIBIT A – EXCLUDED CLASS MEMBERS**

<i>Count</i>	<i>First Name</i>	<i>Last Name</i>
1	LINDA	AGUILERA
2	ELIDO	ALVAREZ
3	CORRINE	ANDRADE
4	JOSE	ARDON
5	ANDREA	BALDWIN
6	ANA	BALLESTEROS
7	VICTORIA	BLANCHARD
8	CHARLES	BUTTREY
9	DANIEL	CARROLL
10	ANGEL	CORTEZ
11	LOGAN	COX
12	RYAN	DENHAM
13	HENRY	DEVAUDREUIL
14	PAMELA	DEWITT
15	NISHA	DOMENECH
16	GORDON	ENNESS
17	ROBERT	ERVIN
18	DEBORAH	EVANS
19	STEPHEN	FITZSIMMONS
20	IVAN	GARCIA
21	JAMERIA	GARNER
22	YISMARAI	GONZALEZ
23	SHERRY	GRANT
24	KATHLEEN	GRIFFITH
25	CHESLEY	HARRIS
26	RAASHADAH	HARRIS
27	CHRISTIAN	HERRERA
28	CHARISSA	HISSONG
29	JAMES	HOLLAND
30	JOHN	HORN
31	LARRY	HURS
32	DAVID	IRELAN
33	COURTNEY	JACKSON
34	BARBARA	JAMES
35	FELIX	JEAN
36	LYNELL	JOHN

1	37	JAYLYN	JOHNSON
2	38	LALESHIA	JOHNSON
3	39	STEPHANIE	JOHNSON
4	40	TAMARA	JOHNSON
5	41	VINCENT	JOHNSON
6	42	UNIQUIA	JONES
7	43	LISA	KENT
8	44	BRENDA	KULOWITI
9	45	DANIEL	LATDRIK
10	46	KAREN	LAVIOLETTE
11	47	SHANE	LEGENDRE
12	48	ANTOINETTE	LEON
13	49	CELICA	LOPEZ
14	50	NANCY	LOPEZ
15	51	ARTURO	MAGANDA
16	52	JESSICA	MARCANO
17	53	RAYMOND	MARSHALLECK
18	54	DANIELLE	MARTIN
19	55	ROSALIE	MARTIN
20	56	LUCIA	MARTINEZ
21	57	BRYAN	MASON
22	58	EDUARDO	MEDRANO
23	59	KENNY	MINOR
24	60	ANTHONY	MITCHELL
25	61	COLTON	MURPHY
26	62	KEVIN	MUSGROVE
27	63	VALERIE	NAVOLIO
28	64	SHANE	NEWMAN
	65	FREDDIE	OCA
	66	KRISTEN	PATTERSON
	67	JAMES	PAUL
	68	DAWN	PEGUES
	69	ALFREDO	PIERRE
	70	YULVONDA	PITTMAN
	71	JENNIFER	QUINTANA
	72	LUNA	RADILLA
	73	SHEILING	RAMIREZ
	74	STEPHAN	RICH
	75	VICTOR	RIOJAS



1	76	DIANE	ROBERTS
2	77	ERICA	ROBLES
3	78	FREDY	RODRIGUEZ
4	79	VAN	ROJAS
5	80	RODNEY	RUIZ
6	81	FERNANDO	SANCHEZ
7	82	YAHIR	SANCHEZ
8	83	BEN	SCOTT
9	84	KARAMON	SCOTT
10	85	GLORIA	SHEPHERD
11	86	BERNARD	SMITH
12	87	CHARIETY	SMITH
13	88	PAUL	SNYDER
14	89	BOBBY	STEPHENS
15	90	VLADIMIR	SUAREZ
16	91	MARC	SUPPA
17	92	CHARMAINE	TUCKER
18	93	JODY	TUCKER
19	94	NEIL	VALERA
20	95	DEAN	VASILE
21	96	JENNIFER	VOLKENANT
22	97	AUSTIN	WARD
23	98	JUSTIN	WATSON
24	99	SHIRLEY	WEBB
25	100	QUENISHA	WELDON
26	101	GEORGE	WISTER
27	102	ALTAGRACIA	ZAPATA
28	103	ROSEMARY	ZUBIA