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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 SHAWN  
ESPARZA IN SUPPORT OF MOTION  
FOR ATTORNEYS' FEES, COSTS,  
AND INCENTIVE AWARD**

1 Pursuant to 28 U.S.C. § 1746, I, Shawn Esparza, hereby declare and state as follows:

2 1. I am the Plaintiff and court-appointed representative of the Class in the above-  
3 referenced matter. I submit this declaration in support of Class Counsel’s Motion for  
4 Attorneys’ Fees, Costs, and Incentive Award.

5 2. I commenced this lawsuit after I returned my cellular phone to SmartPay after  
6 noticing that the cellular phone was not working properly as I was provided with a pre-  
7 owed and defective cellphone. However, shortly after my lease terminated, I began  
8 receiving numerous annoying text messages solicitations from SmartPay on a completely  
9 different phone (not leased from SmartPay). I never provided any form of consent to  
10 receive text messages from SmartPay. I continued to receive the messages even after  
11 attempting to opt out by sending the word “STOP.”

12 3. In addition to working with my counsel throughout the litigation, answered  
13 Interrogatories, Requests for Admission and Requests for the Production of Documents. I  
14 also sat for a deposition and made myself available or settlement conferences. In fact, I  
15 cleared my schedule and booked a flight from Arizona to San Francisco for a settlement  
16 conference in San Francisco which was thereafter vacated. I also reviewed discovery  
17 which was provided by the Defendant to my counsel. Additionally, I reviewed various  
18 pleadings as provided by my counsel.

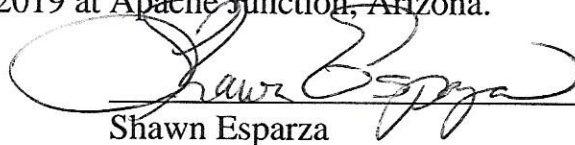
19 4. I support the Settlement without reservation. I have always made clear to my  
20 counsel that my goal in this litigation was to ensure that the Defendant would change its  
21 practices so that other consumers would not be harassed by the continual text messages. I  
22 was happy to hear that SmartPay no longer sends the promotional text messages that I was  
23 in receipt of and has changed its code so that “Stop” requests would be abided.

24 5. My counsel has advised me that this Court is concerned that a service award  
25 to a class member can potentially “make a flawed or inadequate settlement more ‘palatable’  
26 to the class plaintiff.” I, however, did not bring this case to enrich myself, instead, it is  
27 important to me that SmartPay stop harassing people on their cellphones by sending  
28

1 unauthorized automated text messages. It is also important to me that SmartPay pay the  
2 statutory damages to the Class to which the Class is entitled.

3 I declare under penalty of perjury that the foregoing is true and correct.

4  
5 Executed on November 19, 2019 at Apache Junction, Arizona.

6 

7 Shawn Esparza  
8 *Plaintiff and Class Representative*