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FILED
Clerk of the Superior Court

FEB 10 2022

By: Anthony Shirley, Depu.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

JOHN JACQUESS, APRIL SPRUELL,
ACHOREA TISDALE, JARROD BOLDEN,
FRIEDA SIMS, and SARA NUNEZ,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

SNAP RTO LLC, a Utah limited liability
company; and DOES 1-50, inclusive,

Defendants.

CASE NO. 37-2021-00033209-CU-BT-CTL

CLASS ACTION

~~[PROPOSED]~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AND PROVIDING FOR
NOTICE

[IMAGED FILE]

1 Pending before the Court is the Motion for Preliminary Approval of Class Action Settlement
2 (“Motion”) relating to the settlement (“Settlement”) between plaintiffs and defendant Snap RTO
3 LLC (“Snap”). Having read and considered the moving papers, including the Settlement
4 Agreement, and finding good cause, the Court finds and orders as follows:

5 1. Based upon the Court’s review of the Settlement Agreement, the memorandum of
6 points and authorities filed in support of the Motion, and the entire record, the Motion for
7 Preliminary Approval of Class Action Settlement is GRANTED.

8 2. The Court hereby conditionally certifies the following class (“Class”) for settlement
9 purposes only: “All individuals who, between November 12, 2016, and March 10, 2021, entered
10 into a rental-purchase agreement with Snap RTO LLC in the State of California that included
11 provisions providing for payment of a Processing Fee and/or a Nonsufficient Funds Fee (“NSF
12 Fee”). Excluded from the Class are persons who have entered into an agreement with Snap that
13 effects a release of claims that would otherwise be within the scope of this action. Also excluded
14 from the Class are all employees of Defendant, all employees of Plaintiffs’ counsel, and the judicial
15 officers to whom this case is assigned.” The members of the Class are referred to as the “Class
16 Members.”

17 3. The Court appoints Dostart Hannink & Coveney LLP as Class Counsel. The Court
18 appoints Bertha Orozco, April Spruell, Achorea Tisdale, Jarrod Bolden, Frieda Sims, and Sara
19 Nunez as the Class Representatives. The Court designates CPT Group, Inc. as the Settlement
20 Administrator.

21 4. The Court preliminarily approves the Settlement, including the monetary relief,
22 additional account write-offs, injunctive relief/change of business practices, procedure for payment
23 of Class Counsel’s attorneys’ fees and litigation expenses to the extent ultimately awarded by the
24 Court, and procedure for payment of the service awards to the Class Representatives to the extent
25 ultimately awarded by the Court. The Court has reviewed the monetary relief, the account write-
26 offs, and the injunctive relief that are provided as part of the Settlement and recognizes the value to
27 the Class. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and
28 reasonable as to potential Class Members when balanced against the cost and uncertainty associated

1 with further litigation of liability, class certification, and remedies. It further appears that settlement
2 of the Action at this time will avoid substantial additional costs by all parties, as well as the delay
3 and risks that would be presented by the further prosecution of the Action. It also appears that the
4 Settlement has been reached as a result of intensive, serious, and non-collusive arm's-length
5 negotiations.

6 5. The Court approves the emailed Summary Class Notice (Exhibit A to the Settlement
7 Agreement), the mailed Summary Class Notice (Exhibit B to the Settlement Agreement), the Long
8 Form Notice (Exhibit C to the Settlement Agreement), and the paper Claim Form (Exhibit D to the
9 Settlement Agreement). The notice procedure described in the Settlement Agreement meets the
10 requirements of Rule 3.766(d) of the California Rules of Court and due process, and constitutes the
11 best practicable notice under the circumstances. The Settlement Administrator is directed to
12 disseminate the emailed Summary Class Notice to Class Members via email (or, if no email address
13 is available, then via U.S. Mail, as described in the Settlement Agreement) no later than thirty-five
14 (35) days following the date of entry of this order. Class Counsel is authorized to direct the
15 Settlement Administrator to undertake additional steps to disseminate the Summary Class Notice.
16 The date on which the Summary Class Notice is emailed or mailed is the "Notice Date." The
17 Settlement Administrator is directed to take all steps necessary to establish a settlement website and
18 dedicated toll free number, and will post the Long Form Notice on the website by the Notice Date.

19 6. In order to receive a share of the Settlement Amount, Class Members must file a
20 timely Claim, either electronically via the Settlement Website or via a paper Claim Form, and that
21 Claim must be validated as qualifying the claimant for inclusion in the Payment Group or the Credit
22 Group, as described in the Settlement Agreement. To be timely, the Claim must be returned to the
23 Settlement Administrator no later than the Claim/Exclusion/Objection Deadline. If the Claim is
24 returned via the Settlement Website, the date of return will be the date of submission through the
25 Settlement Website. If the Claim is returned by U.S. Mail, the date of return will be the date of
26 postmark. If the Claim is returned by personal delivery or email, the date of return will be the date
27 the Claim is received by the Settlement Administrator. Class Counsel or Snap, in their respective
28 discretion, may direct the Settlement Administrator to treat as timely a Claim received by the

1 Settlement Administrator after the Claim/Objection/Exclusion Deadline and before the Final
2 Approval Hearing.

3 7. If the Settlement Administrator disallows a Claim based on a deficiency that can be
4 cured (such as the failure to sign the Claim Form), the Settlement Administrator has the discretion
5 to either waive the deficiency or notify the claimant of the reason for the disallowance and invite
6 the claimant to cure the deficiency. The Settlement Administrator also will consider any additional
7 information or corrective action by the claimant submitted within twenty-one (21) days after the
8 notice of deficiency.

9 8. As set forth in the Settlement Agreement, any individual who wishes to exclude
10 himself or herself from the Settlement Class shall mail, email, or deliver to the Settlement
11 Administrator a written request for exclusion no later than forty-five (45) days following the Notice
12 Date. Class Members who do not timely request exclusion shall be bound by the provisions of the
13 Settlement Agreement and all orders or judgments that may be entered by the Court.

14 9. Class Members may object to the Settlement or to any of its provisions either orally
15 or in writing. Any written objection shall be filed with the Court and served upon counsel for the
16 parties and the Settlement Administrator no later than forty-five (45) days following the Notice
17 Date. Any written objection shall be served upon Class Counsel (Dostart Hannink & Coveney LLP,
18 Attention Zach P. Dostart, 4180 La Jolla Village Drive, Suite 530, La Jolla, CA 92037), Snap's
19 counsel (Venable LLP, Attention Steven E. Swaney, 101 California Street, Suite 3800, San
20 Francisco, CA 94111), and the Settlement Administrator (CPT Group, Inc., 50 Corporate Park,
21 Irvine, CA 92606). Alternatively, an objection may be made to the Court orally at the final approval
22 hearing.

23 10. Plaintiffs' motion for final approval, responding to any objections, and addressing
24 issues of fees, costs, administration expenses, and Plaintiffs' incentive payments shall be filed no
25 later than 16 court days prior to the final approval hearing, with a courtesy copy to Department 70.
26 The motion for final approval shall identify a proposed *cy pres* recipient for any excess funds
27 consistent with Section IV.D. of the Settlement Agreement and Code of Civil Procedure section
28 384.

1 11. A Final Approval Hearing shall be held in this Court, at 330 West Broadway, San
2 Diego California 92101, Department 70, on June 10, 2022, at 10:30 a.m., at which time the Court
3 will determine whether the Settlement should be granted final approval. At that time, the Court will
4 also consider Class Counsel’s motion for attorneys’ fees, litigation expenses, and proposed service
5 awards to the Class Representatives. The Court reserves the right to adjourn or continue the date of
6 the Final Approval Hearing and all dates provided for in the Settlement without further emailed or
7 mailed notice to Class Members, and retains jurisdiction to consider all further matters arising out
8 of or connected with the proposed Settlement. The parties, Class Members, and any other interested
9 persons should consult this Action’s docket and the Superior Court’s General Orders and website
10 for information about whether the hearing will proceed in person and/or by remote means.

11 12. If the Settlement is not granted final approval, (i) the Settlement Agreement will be
12 void *ab initio* and without further force or effect; (ii) conditional certification of the Class shall be
13 withdrawn; and (iii) the Settlement Administrator will, after deducting any settlement administration
14 expenses incurred as of that date, return any Settlement funds in its possession to Snap.

15 13. In accordance with the terms of the Settlement, the Court hereby adopts the following
16 dates for performance of the specified activities leading to the Final Approval Hearing:

Deadline	Event
7 days after entry of this Order granting preliminary approval (“Preliminary Approval Date”)	Snap will provide to Class Counsel and the Settlement Administrator in Excel format an updated Class List that includes, for each transaction, the Class Member’s name, all known mailing addresses, all known telephone numbers, and all known email addresses.
7 days after Preliminary Approval Date	Deadline for Snap to wire transfer 75% of the Settlement Amount (i.e., \$3,943,032.37) to the Settlement Administrator.
35 days after Preliminary Approval Date	Deadline for the Settlement Administrator to email the Summary Class Notice to Class Members with email addresses and to mail the Summary Class Notice to those Class Members for whom there is no email address (if any). This is the “Notice Date.”

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35 days after Preliminary Approval Date	Deadline for Settlement Administrator to establish a Settlement Website on which it will make available the operative Complaint, the Settlement Agreement, the Summary Class Notice, the Long Form Class Notice, the Claim Form (in a format that may be printed), the Order Granting Preliminary Approval, and any other materials agreed to by the parties.
14 days after Notice Date	Deadline for the Settlement Administrator to mail the Summary Class Notice to any Class Members for whom the emailed Summary Class Notice was “bounced back.”
45 days after Notice Date	Last day for Class Members to submit a Claim; last day for Class Members to request exclusion from the Class; last day for Class Members to file and serve any written objections to the Settlement. This is the “Claim/Exclusion/Objection Deadline.”
10 court days after Claim/Exclusion/Objection Deadline	Settlement Administrator to make available to Class Counsel and Snap’s counsel a written report listing the name and contact information of each Excluded Class Member and any person who has objected to the Settlement.
16 court days prior to Final Approval Hearing	Deadline for Plaintiffs to file motion for final approval, responding to any objections, and addressing issues of fees, costs, administration expenses, and incentive awards, with a courtesy copy to Department 70
June 10, 2022, at 10:30 a.m., Department 70	Final Approval Hearing

14. The parties are ordered to carry out the Settlement in the manner provided in the Settlement Agreement and this Order.

IT IS SO ORDERED.

DATED: 2/10/, 2022



Hon. Carolyn M. Caietti
Judge of the Superior Court

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