

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Superior Court
Civil No. 2014-3292-BLS2

<u>SHARON GRANT,</u>)
<u>individually and on behalf of all others</u>)
<u>similarly situated,</u>)
Plaintiff)
)
v.)
)
STATE ROAD AUTO SALES, INC.,)
Defendant)

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

Subject to the approval of the Court, this Settlement Agreement and Release of Claims (hereinafter "Agreement") is made and entered into by and between Plaintiff, Sharon Grant (hereinafter "Plaintiff"), acting individually and on behalf of the settlement class defined below, and Defendant, State Road Auto Sales, Inc. (hereinafter "Defendant") to resolve Plaintiff's class action claims. The Plaintiff and Defendant are referred to herein as the "Parties."

I. INTRODUCTION AND PROCEDURAL HISTORY

WHEREAS, Plaintiff has brought a proposed class action, on behalf of herself and a putative class, entitled Sharon Grant v. State Road Auto Sales, Inc. Case No. 2014-3292-BLS2, currently pending in Suffolk Superior Court, alleging that Defendant's standard form motor vehicle lease ("Lease") violated the Consumer Leasing Act, 15 U.S.C. §1667 *et seq.* ("CLA"), in multiple respects, that clauses U and V of the Lease were unconscionable and violated Massachusetts policy, and that these violations constituted violations of M.G.L. c. 93A, the Massachusetts Consumer Protection Act; and

WHEREAS, on April 21, 2016, the Court dismissed Plaintiff's c. 93A claims; and

WHEREAS, on June 21, 2016, the Court ordered that Plaintiff's remaining claims could

proceed as a class action, which Order was subsequently amended pursuant to Plaintiff's motion; and

WHEREAS, Defendant denies any wrongdoing, denies that it is liable to Plaintiff or class members, and denies that they are entitled to relief; and

WHEREAS, this matter has been vigorously litigated from its inception, including extensive discovery, motion practice, and appeals; and

WHEREAS, the Parties are about to embark on additional time-consuming and expensive litigation, including but not limited to depositions and a motion for summary judgment; and

WHEREAS, the Parties recognize and acknowledge the benefits of settling this case in order to avoid the additional costs, risks, and delay of continued litigation and, without admitting liability, have agreed to enter into this Agreement to avoid further risk, expense, inconvenience and the distraction of burdensome and protracted litigation, and to be completely free of any further controversy with respect to the claims settled in this Action; and

WHEREAS, Plaintiff and her attorneys have examined the benefits to be obtained under the terms of the proposed settlement, and have considered the risks associated with the continued prosecution and possible appeal of this litigation, and the likelihood of success on the merits of this Action, and have determined that the provisions set forth in this Agreement are fair, reasonable, adequate, and in the best interests of the putative Settlement Class.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to court approval, it is hereby stipulated and agreed that this Action shall be fully and finally settled, compromised, and dismissed, on the merits and with prejudice, under the following terms and conditions:

II. DEFINITIONS

1. "Action" or "the Litigation" means *Sharon Grant v. State Road Auto Sales, Inc.*, Suffolk Superior Court, Civil Action No. 14-3292-BLS2, as set forth in the caption above.
2. "Agreement" means this Settlement Agreement, including any attached exhibits.
3. "Class" or "Settlement Class" means the class certified for settlement purposes as set forth in Section III(B), below.
4. "Class Counsel" means Kenneth D. Quat of Quat Law Offices, and Deborah G. Roher.
5. "Class Members" means those individuals who fall within the definition of the Settlement Class as set forth in Section III(B), below.
6. "Class Notice" means the full notice of class action settlement described in Section IV, below, and attached hereto as Exhibit 1.
7. "Class Representative" means Sharon Grant.
8. "Court" means the Business Litigation Session of the Suffolk County Superior Court of the Commonwealth of Massachusetts.
9. "Defendant" means State Road Auto Sales, Inc., or "State Road."
10. "Defendant's Counsel" means Coastal Legal Affiliates, P.C., and specifically Patrick T. Matthews and Caitlin D. Oliver.
11. "Effective Date" means the fifth business day after which all of the following events have occurred: (i) this Agreement has been fully executed; (ii) the Court has entered without material change the Final Approval Order; and (iii) the time for seeking rehearing or appellate or other review has expired, and no appeal or

petition for rehearing or review has been timely filed; or, the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal or certiorari could be taken has finally expired and relief from a failure to file same is not available.

12. “Fee and Expense Application” means that written motion or application by which Class Counsel request that the Court award them attorneys’ fees and/or expenses.
13. “Final Approval Hearing” means the hearing at which the Court shall: (i) determine whether to grant final approval to this Agreement, (ii) consider any timely objections to this settlement and all responses and objections by the Parties, and (iii) conduct a hearing on Class Counsel’s Fees and Expenses Application.
14. “Final Approval Order” means the order substantially in the form of Exhibit 3 hereto in which the Court grants final approval of this Agreement and authorizes the entry of a final judgment and which, *inter alia*, contains the terms and provisions set forth in Section VII(B), below.
15. “Grant” means Sharon Grant, Plaintiff.
16. “Lease” means Defendant’s motor vehicle lease in the specific form at issue in this Litigation which was entered into by Class Members.
17. “Parties” means Sharon Grant and State Road Auto Sales, Inc.
18. “Plaintiff” means Sharon Grant, or “Grant.”

19. "Preliminary Approval Order" means the order, substantially in the form of Exhibit 2 hereto, in which the Court grants its preliminary approval of this Agreement, preliminarily approves Grant as Class Representative, preliminarily approves certification of the Settlement Class for settlement purposes only, authorizes dissemination of Notice to the Settlement Class, and enjoins any members of the Settlement Class from asserting, commencing, continuing or prosecuting any of the Released Claims against State Road in any action, suit or other proceeding.
20. "Released Claims" means the claims settled in this Action, which are claims for statutory damages under the federal Consumer Leasing Act and/or for declaratory relief based on Sections U and/or V of the version of Defendant's Lease at issue in this Action.
21. "Released Parties" means State Road Auto Sales, Inc. and its present and former subsidiaries, parents, officers, employees, successors, predecessors and assigns.
22. "Releasing Parties" means Grant and each Settlement Class member and his/her respective agents, affiliates, heirs, executors and administrators, personal representatives, predecessors, successors, assigns, attorneys, representatives, and any and all persons who seek to claim through or in the name or right of any of them.
23. "Residual Fund" means the amount set forth in Section III(E) below.
24. "Settlement Administrator" means Coastal Legal Affiliates, P.C.
25. "Settlement" means the settlement described in this Settlement Agreement.
26. "Settlement Fund" means the amount set forth in Section III(C) below.

27. "State Road" means State Road Auto Sales, Inc., or "Defendant."

III. THE SETTLEMENT CLASS AND CLASS RELIEF

(A) In consideration of a full, complete and final settlement of this Action, and the Releases in Section VIII, below, and subject to the Court's approval, the Parties agree to the following:

(B) The following class shall be certified for settlement purposes only:

All persons who entered into consumer motor vehicle leases with State Road Auto Sales, Inc., that were in effect on or after October 22, 2013, and were signed before January 1, 2016, and that contain one or more of the allegedly unlawful provisions set forth in Count I of the Second Amended Complaint. The only claims to be settled on behalf of this class are the claims under the federal Consumer Leasing Act and for declaratory relief that are asserted in Counts I, II, and III of the Second Amended Complaint. Excluded from the class are persons who have released State Road Auto Sales, Inc. for the claims herein.

(C) Defendant will establish a Settlement Fund in the amount of One Hundred Thirty Thousand Dollars (\$130,000), said funds to be placed in escrow with Defendant's counsel within thirty (30) days of the Court granting preliminary approval of this Settlement. The Settlement Fund represents all amounts which will be paid by Defendant for benefits to Class Members, for legal fees and costs of Class Counsel, and for Plaintiff's incentive award. See Section VI, below.

(D) Within thirty (30) days of the Effective Date, the Settlement Administrator will distribute *pro rata* to Class Members who timely confirmed their addresses with the administrator the sum of Thirty Thousand Dollars (\$30,000); however, any Class Member who entered into more than one Lease subject to this Settlement shall be entitled to an equal *pro rata* distribution for each such Lease. The preceding sum shall be supplemented by any amounts sought by Class Counsel for legal fees and expenses and for Grant's incentive award which are not approved by the Court (following any appeals). Any checks not deposited or cashed within

ninety (90) days of issuance shall be null and void.

(E) *Cy Pres*. Any funds representing lapsed checks issued to Class Members made pursuant to the preceding paragraph shall constitute a Residual Fund. The Residual Fund, if any, shall be paid by the Administrator *cy pres* to the National Consumer Law Center within thirty (30) days of the lapse date of the checks. Class Counsel will serve the Massachusetts IOLTA Committee with a copy of this Agreement and a copy of the Preliminary Approval Order at least fourteen (14) days prior to the Final Approval Hearing.

(F) Payments made to Class Members under this Agreement will not increase or reduce the amount of any debt of any Class Member which was or is allegedly due and owing to State Road.

(G) State Road warrants and represents that, as of the date of the Agreement: (i) it has discontinued use of the lease form at issue in this litigation, (ii) it has discontinued use of Section U as contained in the lease at issue in this litigation, (iii) it has discontinued use of Section V as contained in the lease at issue in this litigation, and (iv) that it will not enforce Sections U and V of the lease form at issue in this litigation against class members in the event of subsequent litigation.

(H) Defendant is solely and fully responsible for all costs of administering the Settlement and providing Class Notice, which costs are separate from, and additional to, the amount of the Settlement Fund set forth above. Defendant shall timely pay any and all invoices submitted by the Settlement Administrator.

IV. NOTICE OF CLASS ACTION SETTLEMENT

(A) Content of Notice. The Class Notice will be in a form identical or substantially similar to Exhibit 1, and will:

- 1) explain the nature of the case and the rationale for Settlement;
- 2) the Class definition,
- 3) explain the relief to be provided to Class Members;
- 4) explain that there will be an award of attorney's fees and expenses to Class Counsel;
- 5) explain that there will be a request for an incentive award to Plaintiff;
- 6) describe the procedures and time frames for obtaining relief;
- 7) identify the settlement website and Settlement Administrator;
- 8) identify Class Counsel and the Class Representative;
- 9) explain the rights of Class Members to object to the Settlement, and procedures for doing so;
- 10) state that Class Members may not opt-out of the Settlement;
- 11) indicate the time and place of the Final Approval Hearing; and
- 12) state that no payments will be made until and unless the Settlement receives final Court approval and the Effective Date occurs.

(B) Identification of Class Members. State Road warrants and represents that, to the best of its knowledge, information, and belief, it has identified from its records all members of the Settlement Class and their last-known addresses through the date of this Agreement, and has provided said information to Class Counsel.

(C) Notice. Within thirty (30) days of entry of the Preliminary Approval Order, the Settlement Administrator shall send a copy of the Class Notice (Exhibit 1) via regular mail to the address on file with Defendant for each Class Member.

(D) Undeliverable Notices. If any Class Notices are returned to the Administrator as undeliverable, the Administrator will perform a skip-trace and/or other customary address searches in an attempt to locate a valid address, and if a new mailing address or e-mail address is obtained, re-send appropriate Notice document to that updated address. All re-mailings will occur not later than fourteen (14) business days of the original notice being returned.

(E) Additional Notice. No later than the date when Class Notice is mailed, Class Counsel will post the Settlement Agreement, the Preliminary Approval Order, and the Class Notice on each of their websites, which addresses shall be conspicuously noted on the Class Notice. (Exhibit 1).

(F) Best Notice Practicable. The Parties agree that compliance with the procedures described in this section is the best notice practicable under the circumstances and shall constitute due and sufficient notice to potential Settlement Class Members of: the pendency of the Action, certification of the Settlement Class, and the terms of the Settlement and the Final Approval Hearing, and shall satisfy the requirements of the Massachusetts Rules of Civil Procedure, the Constitution of the Commonwealth of Massachusetts, the United States Constitution and any other applicable law.

V. OBJECTIONS TO SETTLEMENT

(A) Any Class Member wishing to object to any aspect of this Settlement must notify Class Counsel in writing by mail or by facsimile within sixty (60) days of the mailing of Class Notice. To be considered timely, a mailed objection must be postmarked within sixty (60) days of mailing of Class Notice. Class Counsel will furnish copies of all objections to Defendant's Counsel. For an objection to be considered by the Court, the objection must set forth:

1. The name, court and docket number of the lawsuit; and

2. The objector's full name and address; and
3. The grounds for the objection; and
4. Whether the objector (or anyone else) intends to appear at the Final Approval Hearing and wants to address the Court; and
5. If the objector has a lawyer, the name, address, telephone number, and email address of the lawyer(s) who represents the objector; and
6. Any documents which the Class Member wants the Court to consider.

Any Class Member who fails to timely serve a proper written objection as described herein shall be foreclosed from making any objection to any aspect of this Settlement Agreement and from being heard at the Final Approval Hearing except as may be permitted by the Court. Class counsel will file copies of all objections with the Court at least three (3) business days prior to the Final Approval Hearing.

(B) By filing an objection a Class Member does not waive, release, or forfeit any rights to relief to which he/she would otherwise be entitled under this Settlement Agreement after a Final Approval Order is entered and the occurrence of the Effective Date.

VI. ATTORNEYS' FEES, EXPENSES, AND INCENTIVE AWARD

(A) Attorneys' Fees and Expenses. Class Counsel shall request an award of legal fees and costs of no more than Ninety Seven Thousand Five Hundred Dollars (\$97,500). Defendant agrees for purposes of settlement only that a request up to said maximum amount is fair and reasonable and that it will not oppose such request. Class Counsel agrees to accept as final payment the amount which the Court awards, subject only to their rights of appeal, and will seek no further fees or expenses from Defendant.

(B) Severability of Attorneys' Fees. The Parties agree that the rulings of the Court regarding the amount of attorneys' fees and expenses, and any claim or dispute relating thereto,

will be considered by the Court separately from the remaining matters to be considered at the Final Approval Hearing as provided for in this Agreement. Any order or proceedings relating to the amount of attorneys' fees or expenses, and any appeal from any order related thereto, shall not operate to terminate, cancel, or delay the implementation of the Settlement Agreement, affect the Releases provided for in the Settlement Agreement, or affect whether the Judgment will become Final.

(C) Incentive Award. Plaintiff will apply to the Court, through Class Counsel, for an incentive award for services rendered as Class Representative to a maximum amount of \$2,500. Defendant agrees for purposes of settlement only that an award up to said amount is fair and reasonable, and that it will not oppose Plaintiff's application up to said amount. The amount awarded by the Court as an Incentive Award shall be paid from the Settlement Fund set forth in III(C) above within fourteen (14) days of the Effective Date or the allowance of the Incentive Award, whichever later occurs.

VII. COURT APPROVAL OF SETTLEMENT

The Parties shall act in good faith and use their best efforts to obtain Court approval of this Settlement Agreement. The process for obtaining Court approval of this Settlement Agreement shall be as follows:

(A) Preliminary Approval. As soon as practicable after the execution of this Settlement Agreement by the Parties, the Parties will move jointly for a Preliminary Approval Order substantially in the form of Exhibit 2, attached hereto. The proposed Preliminary Approval Order shall include provisions: (i) preliminarily approving the Settlement and finding the Settlement sufficiently fair, reasonable and adequate to allow Notice to be provided to the Settlement Class; (ii) approving the form of, and directing the Parties to proceed with, Class

Notice; (iii) setting a schedule for the filing of objections and holding a final approval hearing; and (iv) providing that, pending entry of Judgment, neither Grant nor any Class Member (directly, in a representative capacity, or in any other capacity) shall assert, commence, continue or prosecute any of the Released Claims against Defendant in any action, suit or other proceeding and that all proceedings in the Action are stayed with respect to Defendant other than such proceedings as are related to the Settlement.

(B) Final Approval Hearing. On the date set forth in the Preliminary Approval Order, or such other date as the Court shall determine, the Court shall conduct a Final Approval Hearing in order to: (i) determine whether to grant final approval to this Settlement Agreement; (ii) consider any timely and proper objections to this Settlement and all responses to objections by the Parties; (iii) rule on Class Counsel's Fee and Expense Application; and (iv) rule on any application by Class Counsel for an incentive or service award to Grant for serving as class representative. At the Final Approval Hearing, the Parties shall ask the Court to give final approval to this Settlement Agreement and Class Counsel shall ask the Court to approve Class Counsel's Fee and Expense Application. The proposed Final Approval Order that will be attached to the Motion for Final Approval shall be in a form identical or substantially similar to Exhibit 3 hereto. Such proposed Final Approval Order, shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Determine that the Class Notice as provided satisfies Due Process;
- c. Dismiss the Litigation with prejudice.
- d. Release Defendant and other Released Parties from the Released Claims;
- e. Bar and enjoin Grant and all Class Members from asserting, commencing, continuing or prosecuting any of the Released Claims against Defendant in

any action, suit or other proceeding, including during any appeal from the Final Approval Order;

- f. Approve an award of attorneys' fees and costs for Class Counsel;
- g. Approve an incentive or service award to Grant as deemed appropriate; and
- h. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement and all Settlement Class Members to administer, supervise, construe and enforce this Agreement in accordance with its terms.

VIII. JUDGMENT AND RELEASES

In order to effectuate the Parties' desire to fully, finally and forever settle and compromise all disputes arising from or related to the Action rather than to continue litigation, the Releasing Parties and the Released Parties agree as follows:

(A) Preclusive Effect. On the Effective Date, Plaintiff and each and every Class Member shall be bound by this Settlement Agreement and the Judgment issued by the Court, and shall have recourse exclusively to the benefits, rights and remedies provided hereunder. The Releasing Parties may not assert, commence, continue or pursue any of the Released Claims against the Released Parties in any action, suit or other proceeding.

(B) Releases. As of the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Court's Judgment shall have, fully, finally and forever released, relinquished and discharged the Released Parties from any and all of the Released Claims. In addition, within five (5) days of Final Approval, Grant will execute and deliver to Defendant a separate General Release of all claims in the form appended hereto as Exhibit 4. Defendant shall hold Grant's separate General Release in escrow until the Effective Date occurs, at which time it may be released from escrow and Grant shall be deemed to have fully, finally and

forever released, relinquished and discharged the Released Parties to the full extent of the General Release.

(C) Mistake. In entering into this Settlement Agreement, the Releasing Parties and the Released Parties each assume the risk of any mistake of fact or law. If they, or any of them, should later discover that any fact upon which they relied in entering this Agreement is not true, or that their understanding of the facts or law was incorrect, they shall not be entitled to set aside this Agreement by reason thereof.

(D) Covenant Not to Sue. As of the Effective Date, this Settlement Agreement may be pled as full and complete defense to any Released Claims that may be asserted, commenced, continued or prosecuted against the Released Parties in any action, suit or other proceeding. The Releasing Parties covenant that they will not assert, commence, continue or prosecute any of the Released Claims against the Released Parties in any action, suit or other proceeding.

(E) Injunctive Relief. The Parties covenant that this Settlement Agreement may be used as a basis for a temporary restraining order, preliminary injunction and permanent injunction against any breach of this Agreement.

IX. LIMITATION ON USE OF SETTLEMENT AGREEMENT

The Parties' use of the Settlement Agreement shall be limited as follows:

(A) No Admission. (i) Neither the acceptance by Defendant of the terms of this Settlement Agreement nor any of the related negotiations or proceedings is or shall be construed as or deemed to be legal evidence of an admission by Defendant or the Released Parties with respect to the merits of the claims alleged in the Action, the validity of any claims that could have been asserted by any of the Class Members in the Action, the liability of Defendant or any of the Released Parties in the Action, or the appropriateness of certification of a settlement class

in this Action. Defendant specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Action; (ii) Neither the acceptance by Grant of the terms of this Settlement Agreement nor any of the related negotiations or proceedings shall constitute or be construed as evidence of an admission by Grant or any Settlement Class Members with respect to the merits of the defenses asserted in the Action or the validity of any defenses that could have been asserted by Defendant in this Action.

(B) No Evidentiary Use. This Agreement shall not be used, offered or received into evidence in the Action for any purpose other than to enforce, construe or finalize the terms of the Settlement Agreement and/or to obtain the preliminary and final approval by the Court of the terms of the Settlement Agreement. Neither this Agreement nor any of its terms shall be offered or received into evidence in any other action or proceeding except as necessary to enforce its terms.

(C) No Effective Date. In the event that this Settlement does not become effective for any reason, this Agreement shall be considered null and void; all of the Parties' rights and obligations under the Settlement shall cease to be of any force or effect; and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

X. MISCELLANEOUS PROVISIONS

(A) Cooperation. The Parties and their respective counsel will act in good faith and cooperate as reasonably necessary to ensure that all of the Parties' obligations under this Settlement Agreement are performed in a timely and proper fashion.

(B) Other Inquiries. Class Counsel may from time to time reasonably request that the Settlement Administrator produce a report or account of the status of providing Class Notice or of any other matter regarding the administration of this Settlement, which the Administrator shall provide to Class Counsel within a reasonable time.

(C) Disputes. In the event there is any dispute concerning any aspect of this Agreement, the Parties agree to meet and confer in an effort to resolve any such dispute. If the Parties are unable to resolve any such dispute, the Parties shall submit the dispute for resolution to the Court.

(D) Assignment. The Parties represent, covenant and warrant, each to the other, that neither directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, cause of action or right that is the subject of this Agreement.

(E) Binding on Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, personal representatives, successors and assigns.

(F) Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

(G) Construction. The Parties agree that the terms and conditions of this Settlement Agreement are the result of arms-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against either of the Parties by reason of the extent to which any of the Parties, or their counsel, participated in the drafting of this Agreement.

(H) Counterparts. This Agreement, and any amendments hereto, may be executed in any number of counterparts, and any of the Parties may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

(I) Governing Law. Construction and interpretation of the Agreement shall be determined in accordance with the laws of the Commonwealth of Massachusetts, irrespective of the Commonwealth of Massachusetts' choice of law principles.

(J) Integration Clause. This Agreement, including the Exhibits referred to herein, contains the entire understanding of the Parties. There are no promises, representations, warranties, covenants or undertakings governing the subject matter of this Agreement other than those expressly set forth in this Agreement. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of this Action. This Agreement may not be changed, altered or modified, except in a writing signed by the Parties and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

(K) Invalidation. The voiding, by Court order or otherwise, of any material portion of this Agreement shall invalidate the Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect.

(L) Termination. In addition to the Nullification set forth in paragraph N below, in their sole discretion, the Parties each shall have the unilateral right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement if – but only if – any of the following conditions occurs:

1. The Court orders any material modification to the Settlement Agreement that

has not been previously agreed to by the Parties; or

2. The Effective Date does not occur for any reason within three (3) years of the execution of this Agreement, including without limitation the entry of an order by any court that would require either material modification or termination of the Settlement Agreement or the Final Approval Order.

The exercise of any such right of termination must occur no later than ten (10) business days of the terminating party's receipt of notice of the occurrence of any of the events described herein.

(M) Jurisdiction. Following entry of judgment, the Court shall retain jurisdiction of this Action with respect to enforcement of the terms of this Settlement, and all Parties and Class Members shall be deemed to submit to the exclusive jurisdiction of the Court with respect to the enforcement of the Agreement and any dispute related thereto, except as specifically set forth herein.

(N) Parties' Authority. The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and bind the Parties to the terms and conditions hereof.

(O) Advice of Counsel. The Parties acknowledge, agree and specifically warrant to each other that they have read this Settlement Agreement, have received legal advice with respect to the advisability of entering into this Settlement and fully understand its legal effect, including any tax consequences thereof.

(P) Waiver of Compliance. Any failure of any of the Parties to comply with any obligation, covenant, agreement or condition set forth herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties entitled to the benefit of such obligation, covenant, agreement or condition. A waiver or failure to insist upon

strict compliance with any representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

(Q) Effective Date. This Agreement and the obligations of the Parties under this Agreement, other than those obligations that are expressly required to be fulfilled before the Effective Date, shall not become effective until, and are expressly conditioned upon, the occurrence of the Effective Date.

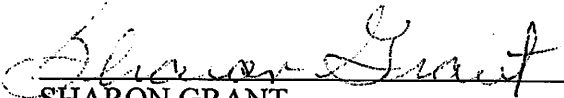
(R) Notices. Any notices issued pursuant to the terms of this Agreement shall be sent to the Parties at the addresses of their respective counsel as set forth below.

[SIGNATURE PAGE TO FOLLOW]

BY THEIR SIGNATURES BELOW, THE PARTIES HEREBY VOLUNTARILY, KNOWINGLY, AND WILLINGLY APPROVE AND ENTER INTO THIS CLASS ACTION SETTLEMENT AGREEMENT.

STATE ROAD AUTO SALES, INC.

By its duly authorized officer:



SHARON GRANT

Dated:

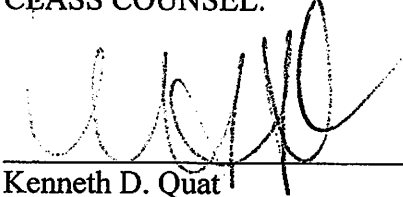
Print name:

Title:

Dated:

Approved by:

CLASS COUNSEL:



Kenneth D. Quat

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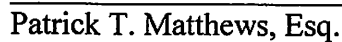
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COUNSEL FOR DEFENDANT,
STATE ROAD AUTO SALES, INC.



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P.O. Box 1870

Fall River MA 02722

508-676-6900

BY THEIR SIGNATURES BELOW, THE PARTIES HEREBY VOLUNTARILY, KNOWINGLY, AND WILLINGLY APROVE AND ENTER INTO THIS CLASS ACTION SETTLEMENT AGREEMENT.

PLAINTIFF,
individually, and as class representative:

SHARON GRANT
Dated:

STATE ROAD AUTO SALES, INC.
By its duly authorized officer:

Print name:
Title:
Dated:

Antonio Almeida
ANTONIO ALMEIDA
PRESIDENT
4-12-17

Approved by:

CLASS COUNSEL:

COUNSEL FOR DEFENDANT,
STATE ROAD AUTO SALES, INC.

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