

NADINE MAZARD, ET AL. v. BTLS, INC. d/b/a BALISE TOYOTA
MASSACHUSETTS SUPERIOR COURT
CASE NO. SUCV2014-01726-BLS2

SETTLEMENT NOTICE

AS A CUSTOMER OF BTLS, INC. d/b/a BALISE TOYOTA YOU MAY BE ENTITLED TO BENEFITS UNDER A CLASS ACTION SETTLEMENT.

READ THIS NOTICE CAREFULLY.

The Massachusetts Superior Court for Suffolk County authorized this notice.

*This is not a solicitation from a lawyer. **You are not being sued.***

YOU MAY RECEIVE A DISCOUNT COUPON FROM THIS SETTLEMENT.

- A class action lawsuit by a service customer against BTLS, Inc. d/b/a Balise Toyota (“Balise Toyota”) has been settled for \$87,500.
- Plaintiff alleges that Balise Toyota charged 4,269 customers more than the advertised price (an “Overcharge”) for a variety of services including oil changes, tire rotations, and brake work at its dealership and service center located at 1399 Riverdale Street, West Springfield, Massachusetts (the “West Springfield Location”). Plaintiff sought as damages the amount of the Overcharge and statutory damages under Massachusetts General Law Chapter 93A on her own behalf and on behalf of the purported class of similarly situated customers (the “Class”). Balise Toyota contends that any Overcharge was inadvertent and the result of a coding error in its billing software. Despite their differences, Plaintiff and Balise Toyota have entered into a Settlement Agreement to compromise the claims that plaintiffs have asserted against Balise Toyota.
- Under the proposed Settlement Agreement, approximately 4,269 customers will share *net* settlement proceeds of approximately \$55,000 worth of \$15.00 coupons (the “Coupon”), redeemable for a discount on any product or service sold by Balise Toyota at the West Springfield Location.
- The \$15.00 Coupon(s) you receive will average more than 15 times the size of each of your calculated Overcharge, as the vast majority of all Overcharges were under \$1.00.
- **You do not need to do anything to get your Coupon(s). If the Settlement Agreement is approved by the Court, you will automatically receive one Coupon for each Overcharge transaction with Balise Toyota. The Coupon(s) will be sent to the same address as this notice.**
- If you object to any aspect of the proposed settlement you may, if you wish, submit a written objection as described below.
- The chart on the following page describes your rights and options at this time. **Please read this notice carefully:**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT:

IF YOU WANT TO RECEIVE A COUPON SETTLEMENT PAYMENT, YOU DO NOT NEED TO TAKE ANY ACTION.	One Coupon will be sent to you, at the same address as this notice, for each Overcharge transaction in which you engaged with Balise Toyota at the West Springfield Location from October 31, 2011 through December 1, 2013. Coupons will be mailed within a reasonable time period, not to exceed thirty (30) days after the settlement has been approved by the Court and becomes final (see question 12, below).
IF YOU WANT TO OBJECT TO THE SETTLEMENT, YOU MUST DO SO BEFORE THURSDAY, SEPTEMBER 18, 2014.	You have the right to object to the settlement. You must do this in writing, as long as you do it by Thursday, September 18, 2014. <u>If you object and the settlement is nonetheless approved, you will still receive any Coupons you are otherwise entitled to. If your objection is sustained by the Court, and the entire settlement is set aside, then the litigation will go forward as though no settlement had been reached.</u> For instructions concerning objections (see question 11, below).
IF YOU WANT TO ATTEND A HEARING ON THE FAIRNESS OF THE SETTLEMENT, YOU MAY DO SO ON THURSDAY, OCTOBER 2, 2014 AT 2:00 P.M.	A Fairness Hearing will be held before the Court on Thursday, October 2, 2014, at 2:00 p.m. in the Suffolk County Superior Court, in the Suffolk County Courthouse, Three Pemberton Square, Courtroom 1017, Boston, Massachusetts, at which time the state court judge will make a final decision as to whether the settlement is fair to all class members. If you wish, you may attend the hearing and, if you so request in writing in advance of the hearing, you may object to the settlement at that time (see question 12, below).

BASIC INFORMATION

1. Why did I get this notice?

According to records maintained by Balise Toyota, you were overcharged by Balise Toyota for an automotive service or parts purchase at its West Springfield Location. This notice concerns the settlement of a class action lawsuit that challenges the manner in which Balise Toyota advertised and charged for these services and purchases. The case has been settled, and the Court has ordered that you be sent this Notice, because you have a right to know your options before the Court decides whether to approve 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 the case is the Massachusetts Superior Court in Suffolk County, and the case is named *Nadine Mazard, et al. v. BTLS, Inc. d/b/a Balise Toyota*, Case No. SUCV2014-01726-BLS2. The Court is located at 3 Pemberton Square, Boston, Massachusetts 02108.

2. What is a class action?

In a class action, one or more plaintiffs, called “**Class Representatives**” (in this case, Nadine Mazard, a former Balise Toyota customer), sue on behalf of all customers that have similar claims. All these other

customers are “**Class Members.**” One court resolves the issues for all Class Members. Under Massachusetts law, there is no option for individual class members to exclude themselves (“opt out”) from the class.

3. What is this lawsuit about?

The Complaint in this lawsuit alleges that Balise Toyota systematically mispriced goods and services purchased by its customers at its West Springfield Location. Specifically, the Complaint alleges that Balise Toyota advertised round prices on signage and literature then charged customers an amount between \$0.01 and \$0.95 higher than that advertised price. Plaintiff contends that in so doing, Balise Toyota violated the ban on unfair and deceptive practices set forth in Massachusetts General Laws Chapter 93A.

Balise Toyota denies that it has done anything wrong or violated any laws by the manner in which it advertised prices and charged customers at its West Springfield Location. In agreeing to settle this matter, Balise Toyota in no way acknowledges any wrongdoing, negligence, fault or liability to the Plaintiff or to the Class Members.

4. Who in the Class is affected by this Settlement?

The parties believe you are a member of the Class based upon the transaction records of Balise Toyota. The state court has certified a class described as follows:

All customers who were overcharged at Balise Toyota in West Springfield, Massachusetts from October 31, 2011 through December 1, 2013 (the “Class”).

5. Why is there a settlement?

The Court did not decide in favor of either side. Instead, both sides agreed to a compromise settlement. That way, they avoid the cost of a trial and a possible appeal, and the customers affected will get a coupon payment in an amount that is less than the full damages alleged in this case, i.e., a compromise amount.

6. What are the settlement terms?

The case was settled for \$87,500. The parties believe that after reimbursement of Class Representative incentive fees and attorneys’ fee, approximately \$55,000 will remain for distribution to the Class.

If you have received this notice, it means that you are entitled to Coupons worth \$15.00 off any Balise Toyota service or product at its West Springfield Location. The Coupons are fully transferable and can be combined. The Coupons must be used within one year of the date they are distributed and will become null and void after that time. If Balise Toyota’s records show you were overcharged more than one time, you are entitled to one Coupon for each such transaction. Any remaining funds not distributed to Class Members will be donated to charity.

In general, the parties believe that the Coupons distributed to the Class will average more than 15 times the size of the customer’s overcharge, which were almost all under \$1.00.

7. Do the Class Representative and her attorneys recommend this settlement?

Yes. The settlement was worked out after extensive and thorough negotiation over the course of several months. For complex reasons pertaining to the actual law governing both the 93A claim and the procedures surrounding class actions, both Class Representative and her attorneys believe this is the best settlement available, and that it is preferable to the expense, duration and uncertainty that a trial and any subsequent appeals present, which would further delay the recovery, if any, to the customers.

8. What must I do to get my share of the settlement?

Nothing. If the Settlement Agreement is approved by the Court, you will automatically receive one Coupon for each Overcharge transaction with Balise Toyota. The Coupon(s) will be sent to the same address as this notice no later than thirty (30) days after the Settlement is approved.

9. Do I need a lawyer in this case?

The Court has appointed the law firm of Leonard Law Office, P.C. of Boston, Massachusetts and the Law Offices of Joshua N. Garick, P.C. of Woburn, Massachusetts to represent you and other Class Members. Together, the lawyers are called Class Counsel. If you want to be represented by your own separate lawyer, you may hire one at your own expense, but you do not need to do so.

10. How will the lawyers be paid?

The lawyers will ask the Court to award them reimbursement of their fees in an amount equal to one-third of the \$87,500 settlement amount. Class Counsel are required to file their Petition for Attorney's Fees on or before the date of the Fairness Hearing. Class Counsel intend to demonstrate in their Petition for Attorney's Fees that they have spent substantial time on this matter. The Court will also decide whether to grant the Plaintiff's request that the Class Representative (Nadine Mazard) be awarded \$3,500 for her time and effort in prosecuting this case to its conclusion.

11. How do I object to the Court if I don't like the Settlement?

You may object to any aspect of this case, any order heretofore entered by the Court, or any term of the Settlement Agreement. Such objection must be in writing and must provide evidence of your membership in the Class. The procedures for submitting written objections are set forth below.

A written objection (and any support for it) must be received by the Court and by the following attorneys no later than Thursday, September 18, 2014 (the "Objection Deadline"):

CLASS COUNSEL	DEFENSE COUNSEL	COURT
<p>Preston W. Leonard, Esq. Leonard Law Office, P.C. 63 Atlantic Avenue, Third Floor Boston, MA 02110 (617) 329-1295</p> <p>and</p> <p>Joshua N. Garick, Esq. Law Offices of Joshua N. Garick, P.C. 100 TradeCenter, Suite G-700 Woburn, MA 01801 (617) 600-7520</p>	<p>Kevin M. McGinty, Esq. Lisa F. Glahn, Esq. Brian M. Bartlett, Esq. Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. One Financial Center Boston, MA 02111 (617) 542-6000</p>	<p>Suffolk County Superior Court <i>ATTN: Civil Clerk's Office</i> Suffolk County Courthouse 12th Floor Three Pemberton Square Boston, MA 02108 (617) 788-8175</p>

If you hire an attorney in connection with making an objection, that attorney must file with the Court and serve on the counsel identified above a notice of appearance. **The notice of appearance must be received by the Court and the attorneys identified above, no later than the Objection Deadline.** If you do hire your own attorney, you will be responsible for payment of all fees and expenses that the attorney incurs on your behalf. Even if you hire your own attorney, you must still personally sign any objection filed on your behalf to the Settlement.

Any objection to the Settlement must contain a caption or title that identifies it as “Objection to Class Settlement in Nadine Mazard, et al. v. BTLIS, Inc. d/b/a Balise Toyota (Civil Action No. SUCV2014-01726-BLS2).” Any objection must also contain the following information: (a) the objecting party’s full name, address, and telephone number and the original signature of an individual objecting party; (b) a copy of the objecting party’s receipt for a transaction in which Balise Toyota overcharged the customer, or the date the objecting party was overcharged by Balise Toyota, or other information sufficient to identify the objecting party’s transaction with Balise Toyota; and (c) a certification that the objecting party is in fact a member of the Settlement Class. Furthermore, any written objection must state the specific reason(s), if any, for the objection, including any legal support you wish to bring to the Court’s attention, and any evidence you wish to introduce and/or witnesses you intend to call in support of the objection.

If (and only if) you make a written objection to the Settlement as set out above, may you request that the Court permit you to speak — either in person or through an attorney hired at your own expense — at the Fairness Hearing the Court has set to consider whether to give final approval to the Stipulation. You are not required to attend the hearing. Lack of attendance at the Fairness Hearing will not prevent the Court from considering your objection. If you (or your attorney) intend to speak at the Fairness Hearing, you must file with the Court and serve on the attorneys identified above a notice of intent to appear. **Again, the notice of intent to appear must be received by the Court, and by the attorneys identified above, no later than the Objection Deadline.**

If you do not file an objection as described in this Notice, you will be deemed to have waived any and all objections to the Settlement, to have consented to the Court's certification of and jurisdiction over the Settlement Class, and to have released the Claims as defined in the Settlement Agreement.

12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at 2:00 p.m. on Thursday, October 2, 2014, at the Suffolk County Superior Court, Suffolk County Courthouse, Courtroom 1017, Three Pemberton Square, Boston, Massachusetts 02108. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. **You are not required to attend the hearing.** If there are objections that have been submitted in writing in advance of the hearing, the Court will consider them. The Judge will listen to people who have made a prior written request to speak at the hearing, and who have been granted permission to appear and speak at the hearing. The Judge will also decide whether to pay Class Counsel the amount they are requesting for attorneys' fees and reimbursement of litigation expenses, as well as class representative awards. After the hearing, the Court will decide whether to approve the settlement.

If you plan to attend the hearing, you should call the Suffolk County Superior Court two or three days ahead of time to find out if the hearing has been rescheduled.

13. How do I get more information?

This Notice is just a summary, and you are entitled, if you wish, to read the entire Settlement Agreement and any pleadings filed in the case. The Settlement Agreement and the complete pleadings filed in this lawsuit can be inspected or copied during normal business hours at the Clerk of Court's Office.

Please **do not** contact the Court or Clerk of Court with any questions regarding this case.

Dated: July 30, 2014

BY ORDER OF THE COURT:

HONORARY JANET L. SANDERS
SUFFOLK SUPERIOR COURT JUDGE