

DOCKET NO. NNH-CV-17-6073716S	:	SUPERIOR COURT
JAMES EIMERS AND JOAN PAVLUVCIK, Individually and on Behalf of a Class of Others Similarly Situated	:	JUDICIAL DISTRICT OF NEW HAVEN
v.	:	AT NEW HAVEN
MILFORD GATEWAY, INC. D/B/A ACURA OF MILFORD	:	
v.	:	
PASQUALE FEDERICI AND PURE AGENCY, INC.	:	JUNE __, 2018

SETTLEMENT AGREEMENT AND RELEASE

Pursuant to Connecticut Practice Book 9-9(c), and subject to the approval of the Court, plaintiff James Eimers (“Plaintiff”), on his own behalf and on behalf of the putative class defined below, enters into this Settlement Agreement and Release with the defendant, Milford Gateway, Inc. d/b/a Acura of Milford (“Milford Gateway”).

WHEREAS:

A. This consumer class action was commenced by Plaintiff on September 1, 2017 with a return date of October 3, 2017. Plaintiff subsequently sought to amend the complaint, and the amended pleading (the “Amended Complaint”) was permitted by Order of the Court on March 8, 2018. The Amended Complaint alleges that Milford Gateway violated the Connecticut Unfair Trade Practices Act (“CUTPA”). Specifically, Plaintiff alleged that the “Summer Sale-Bration” promotional mailing (the “Promotion”), as described in the Complaint, was unfair and deceptive within the meaning of CUTPA

in that it did not accurately describe the minimum prize that the recipients had won.

B. Plaintiff brought this class action on behalf of all similarly situated Connecticut residents who received the Promotion and who claimed a prize thereunder.

C. Class Counsel has conducted an investigation relating to Plaintiff's and the Class Members' claims and the underlying events and transactions alleged in the Complaint.

D. Plaintiff, by and through Class Counsel, has engaged in discussions and arm's length negotiations with Milford Gateway and its counsel with respect to a compromise and settlement of the action with a view to settling the issues in dispute and achieving the best relief possible consistent with the interests of the class.

E. Based on the investigation as set forth above, Class Counsel, while maintaining that Plaintiff and the class would ultimately prevail on all issues in this lawsuit, has concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate to Plaintiff and to the Class and in their best interests, and Plaintiff has agreed to settle the claims raised in the action, subject to the approval of this Court, pursuant to the terms and provisions of this Settlement Agreement, after considering (a) the benefits that Plaintiff and the Class Members will receive from settlement of the action, (b) the attendant risks of litigation, and (c) the desirability of permitting a settlement to be consummated as provided by the terms of this Settlement Agreement.

E. The plaintiff Joan Pavlucik ("Pavlucik") is not a party to the Settlement Agreement. Prior to the negotiation of this Settlement Agreement, Pavlucik and Milford Gateway agreed to settle her claims, which included claims for actual damages, for

\$4,000. That agreement to settle Pavlucik's claims contemplated that she be excluded from any class settlement.

F. Milford Gateway denies any wrongdoing or liability whatsoever with respect to any allegation or claim in the Amended Complaint, and this Settlement Agreement shall in no event be construed or deemed to be evidence of an admission or concession on the part of Milford Gateway with respect to any allegation or claim, or of any wrongdoing or liability whatsoever, or any infirmity in any of the defenses that Milford Gateway may have asserted in the action. Nor shall this Settlement Agreement be construed or deemed to be a concession by Plaintiff of any infirmity in the claims asserted in the action. Milford Gateway, while continuing to deny all allegations of liability, also desires to settle, compromise and terminate Plaintiff's and the Class Members' claims against it to avoid the further substantial expense, inconvenience, and distraction of burdensome and protracted litigation, and to put to rest forever all claims which have or could have been asserted against Milford Gateway in this action or elsewhere, which arise from or are in any way related to the acts, transactions or occurrences alleged in the Amended Complaint.

NOW THEREFORE, without any admission or concession whatsoever on the part of Plaintiff of any lack of merit of the action, and without any admission or concession whatsoever of any liability or wrongdoing or lack of merit in the defenses by Milford Gateway, it is hereby STIPULATED AND AGREED, by and among the parties to this Settlement Agreement, through their respective attorneys, subject to approval of the Court pursuant to Practice Book § 9-8(c), in consideration of the benefits flowing to the

parties hereto from the Settlement (as defined below), that all Settled Claims (as defined below) shall be FULLY AND FINALLY COMPROMISED, SETTLED, RELEASED AND DISMISSED WITH PREJUDICE, upon and subject to the terms and conditions set forth below:

CERTAIN DEFINITIONS

1. As used in this Settlement Agreement, the following terms shall have the following meanings:

a. "Class" means the individuals who are listed in Exhibit A and who are described in paragraph 33 of the Amended Complaint, except that the Class is limited in scope to the individuals who received the Summer Sale-Bration promotion from or on behalf of Milford Gateway. The Class does not include the plaintiff Joan Pavlucik, who has or will settle her claims pursuant to a separate agreement.

b. "Class Member" means each person who is in the Class and who has not submitted a Request for Exclusion as provided in Paragraph 8.

c. "Plaintiff" or "Class Representative" mean James Eimers.

d. "Milford Gateway" or "Defendant" means Milford Gateway, Inc. d/b/a Acura of Milford.

e. "Court" means the Superior Court for the State of Connecticut.

f. "Settling Parties" means Plaintiff, in his individual and representative capacity, and Milford Gateway.

g. "Defendant's Counsel" means Louis M. Federici, Jr., of Parrett Porto Parese & Colwell P.C..

h. "Plaintiffs' Counsel" and/or "Class Counsel" means Daniel S. Blinn

of Consumer Law Group, LLC.

i. “Effective Date” means the date upon which the Settlement contemplated by this Settlement Agreement shall become effective, as set forth in paragraph 12 below.

j. “Order Concerning Class Certification, Notice and Scheduling” means the proposed order in the form attached hereto as Exhibit B.

k. “Mailed Notice” means the “Notice of Pendency of Class Action, Proposed Settlement and Hearing”, which is to be sent by mail to Class Members in the forms attached hereto as Exhibit C.

l. “Order and Final Judgment of Dismissal” means the proposed order in the form attached hereto as Exhibit D.

m. “Released Parties” means Milford Gateway and any entities and persons who acted or who may have been alleged to have acted in concert with or at the request or direction of Milford Gateway, together with each of their respective present, former and future directors, officers, partners, associates, employees, agents, contractors, servants, accountants, auditors, appraisers, attorneys, brokers, parent companies, subsidiaries, affiliates, predecessors, successors, assigns (whether express or by implication or operation of law), heirs, executors, personal representatives, estates, administrators, and legal representatives.

n. “Settled Claims” means any and all direct, representative, individual or class rights, claims, and causes of action, of any nature whatsoever, whether known or unknown, pled or unpled, for damages, punitive damages, or any other relief, legal or equitable, monetary or injunctive, which were or might have been brought by any

Class Member, individually or on behalf of others, whether brought under state law or federal law of the United States, against the Released Parties, based upon, arising out of, or in any way relating to the Promotion or the allegations or claims in the Complaint.

o. "Settlement" means the settlement contemplated by this Settlement Agreement.

p. "Settlement Fund" means the total amount that is to be paid by Milford Gateway under this Settlement Agreement, as described in paragraph 3.

q. "Hearing" means the hearing at which the Court will determine whether to grant approval of the Settlement Agreement.

2. This lawsuit is being settled to avoid the expense, inconvenience, and uncertainty of further litigation. Milford Gateway does not admit, either expressly or implicitly, that it is subject to any liability whatsoever by reason of any of the matters alleged in this lawsuit. Milford Gateway denies all such liability and denies that it has committed any violation of law.

3. As to each Class Member who has not requested exclusion from the Class pursuant to the procedures set forth in Paragraph 8 below, in full settlement and compromise of the Settled Claims, the following events will occur:

a. Milford Gateway will make a payment to Class Counsel in the amount of \$95 for each class member that has not opted-out of the settlement and whose notice is not returned as non-deliverable following skip-trace efforts by the Administrator or Class Counsel.

b. All class members who do not opt out of the settlement will release Milford Gateway and related entities from all Settled Claims.

c. Class Counsel will distribute \$95 to each Class Member for whom Class Counsel has a valid address. The checks shall provide that they must be cashed within 90 days of the date that they are issued. All funds that cannot be distributed to Class Members' failure to timely cash checks or because there is no valid mailing address will be distributed as a *cy pres* payment to the National Consumer Law Center ("NCLC") in Boston, MA. The NCLC provides educational and advocacy services on behalf of consumers, and the Settling Parties have selected NCLC in order to indirectly benefit those Class Members to whom payments cannot be directly provided.

4. Milford Gateway shall pay, subject to Court approval, in addition to and not out of the Settlement Fund described in paragraph 3 above, a class representative fee in the total amount of \$3,000 to Plaintiff. This payment is in compensation for the Plaintiff's efforts on behalf of the Class.

5. As soon as is reasonably practicable, the Settling Parties shall apply jointly to the Court for an Order Concerning Class Certification, Notice and Scheduling substantially in the form of Exhibit B and which addresses, among other things:

a. Approving, as to form and content, the proposed Mailed Notice and the mailing of the Mailed Notice by first class mail to all Class Members identified in Exhibit A ;

b. Prescribing a period of time during which Class Members may submit a request to be excluded from the Class or object to the Settlement of this lawsuit; and

c. Scheduling a final Hearing to consider the approval of the Settlement and dismissal of this lawsuit.

6. Subject to approval by the Court, the Settling Parties stipulate and agree that notice will be provided according to the following procedures:

a. Class Counsel shall send by first class mail the Mailed Notice (Exhibit C) to the class members. Class Counsel shall utilize skip-tracing, which may include use of the Accurint service, to locate class members for whom addresses are not available or whose Mailed Notice is returned without a forwarding address. Milford Gateway shall provide information within its possession that will be reasonably required for Class Counsel to perform this function, including last known addresses for class members and social security numbers, if known.

b. The Notice to the Class shall direct all class members to call Class Counsel with any questions regarding the Settlement.

c. Plaintiff will assume the burden of preparing the initial drafts of all settlement documentation and of advocating for the approval of the settlement. Milford Gateway agrees to support the approval of the settlement, including the negotiated attorney's fees, and to provide information requested to assist Plaintiff in demonstrating that the settlement is fair, reasonable, and adequate.

d. Each party shall have a continuing obligation to inform the other of any additions, changes, updates or corrections to the Class List. If, during the notification period, either of the Settling Parties learns of the identity of any other Class Members, then that party shall take reasonable steps to provide them with a copy of the Mailed Notice.

7. The Mailed Notice shall be substantially in the form attached hereto as Exhibit C for Class Members. The Mailed Notice to Class Members shall provide for

exclusion of individuals from the Class upon their written request for exclusion, hand-delivered or mailed to Class Counsel and postmarked on or before the date specified in the Mailed Notice, and shall contain an opt-out form for this purpose. The Mailed Notice shall also inform Class Members of their right to object to the Settlement Agreement. Proof of mailing shall be submitted to the Court as part of the application for final approval of the Settlement.

8. Any Class Member may elect to be excluded from this Settlement and from the Class by opting out of the Class. Any such Class Member must give written notice of the election to be excluded to Class Counsel. The opt-out request must be substantially in the form of the Opt-Out Form contained in the Mailed Notice attached hereto as Exhibit C and must be hand-delivered or postmarked on or before the date specified in the Mailed Notice. Class Counsel may contact individuals who submit Opt-Out Forms for purposes of confirming their intention to be excluded from the Class. Within 15 days after the expiration of the opt-out period, Class Counsel shall provide Defendant's Counsel with copies of the completed Opt-Out Forms.

9. Milford Gateway will pay Class Counsel a reasonable attorney's fee, subject to court approval, of \$22,000. Milford Gateway acknowledges that this fee was negotiated by the Settling Parties only after all benefits to the class members had been negotiated, and it agrees that it will not oppose the approval of this negotiated fee.

10. At the time of the Hearing, the Settling Parties shall jointly move the Court for an Order and Final Judgment of Dismissal, substantially in the form annexed hereto as Exhibit D, dismissing the claims asserted in this lawsuit with prejudice and on the merits. The dismissal shall not be asserted or construed to extinguish or bar the

assertion of any Class Member's claims, if any, which are not otherwise extinguished or barred by the release provided for in Paragraph 13 below.

11. Any Class Member who does not opt-out of the Settlement shall be bound by all of the terms of this Settlement Agreement, including the terms of the Judgment to be entered in this lawsuit and the release of claims against the Released Parties as provided for in this Settlement Agreement, and they shall be barred from bringing any lawsuit against any of the Released Parties concerning any of the Settled Claims.

12. The Settlement shall become effective (the "Effective Date") only upon satisfaction of each and all of the following conditions, unless otherwise specified herein or unless one or more of such conditions is waived or modified in writing by Class Counsel and the Defendant's Counsel and is approved by the Court:

- a. full execution of the Settlement Agreement by Class Counsel and the Defendant's Counsel;
- b. entry of the Order Concerning Class Certification, Notice and Scheduling, substantially in the form of Exhibit B;
- c. entry of the Order and Final Judgment of Dismissal, substantially in the form of Exhibit D; and
- d. the Order and Final Judgment of Dismissal becoming final, that is:
 - i. if no person appears and objects to the proposed Settlement, on the date that the Court enters the Order and Final Judgment of Dismissal substantially in the form of Exhibit D; or
 - ii. if any person appears and objects to the proposed Settlement, if an appeal is not taken and review is not sought by any person from the

Order and Final Judgment of Dismissal in this lawsuit, the 30th day after the entry of the Order and Final Judgment of Dismissal; or

iii. if any person moves for an extension of the date for taking an appeal or seeking review in this lawsuit, the fifth day after the date of entry of an order denying such motion (if such motion is denied and such day is later than the 30th day after entry of such Order and Final Judgment of Dismissal); or

iv. the fifth day after the date of expiration of the extension if an appeal is not taken or review is not sought (if such motion is granted); or

v. if an appeal is taken or review is sought from the Order and Final Judgment of Dismissal in this lawsuit, the fifth day after the date on which the right of subsequent appeal expires.

e. For purposes of subparagraph 12(d)(v), the term “right of subsequent appeal” shall mean not only any such right as established by law but also any application addressed to the discretion of a court, including, but not limited to an application for rehearing or reargument.

f. In any event, the Settlement shall not become effective unless and until the Order and Final Judgment of Dismissal becomes final and no longer subject to review or appeal; provided, however, that the Effective Date shall not be delayed if an appeal is taken from or review is sought of the Order and Final Judgment of Dismissal or any other order in this lawsuit if such appeal or petition for review solely challenges the amount of attorneys’ fees and costs or the class representative fee as allowed by the Court.

13. Upon the Effective Date, and subject to the contingencies contained

herein, Plaintiffs and each Class Member, for their heirs, executors, administrators, estates, spouse, successors, assigns, agents, attorneys, officers, directors, employees, shareholders, partners, and any other person acting on their behalf, shall be deemed (i) to have fully released and forever discharged each of the Released Parties from and against the Settled Claims; and (ii) to have covenanted not to sue or initiate a proceeding against any Released Party in any court or other forum arising out of or relating to the Settled Claims.

14. With the exception of such action as may be necessary to enforce this Settlement Agreement, Plaintiffs and the Class Members shall not voluntarily institute, promote, participate in, submit, file, or permit to be filed on their behalf, any lawsuit, charge, claim, complaint, or other proceeding arising out of or relating to the Settled Claims identified in this Settlement Agreement.

15. In the event this Settlement Agreement is terminated or not approved, such non-approval having become final and no longer subject to review or appeal, this lawsuit shall thereupon revert forthwith to its status prior to the date of the execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and related Orders and papers had not been executed. In that event, the Settlement Agreement and any amendment thereof shall be null and void and without further force and effect and shall not be used or referred to for any purpose whatsoever. Upon such termination or such non-approval becoming final and no longer subject to review or appeal, the Settling Parties shall be restored to their respective positions as they existed prior to the execution of the Settlement Agreement.

16. This Settlement Agreement, whether or not consummated, and any

proceedings taken pursuant to it, shall not be:

a. Offered or received against the Released Parties as evidence of:

i. Any presumption, concession, or admission by them of the truth of any fact alleged by the Plaintiffs or the validity of any claim that has been or could have been asserted in this lawsuit or in any litigation, or the deficiency of any defense that has been or could have been asserted in this lawsuit or in any litigation of any liability, negligence, fault, or wrongdoing; or

ii. A presumption, concession or admission of any:

(1) fault, misrepresentation or omission with respect to any statement or written document, or any other conduct of the Released Parties, or as evidence of any infirmity in the claims of the Plaintiffs and the Class; or

(2) liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the parties to this Settlement Agreement, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement; provided, however, that if this Settlement Agreement is approved by the Court, Defendant may refer to it to effectuate the liability protection granted to it hereunder; nor

b. Construed against the Released Parties or Plaintiffs or the Class as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after further proceedings in this lawsuit, summary judgment and trial.

17. All of the exhibits attached hereto are hereby incorporated by reference as

though fully set forth herein.

18. The Settling Parties intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiff or the Class Members against the Released Parties with respect to the Settled Claims. Milford Gateway agrees that this lawsuit is being voluntarily settled and that the terms of the Settlement are fair, adequate and reasonable. The parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length in good faith by the parties hereto and reflect a Settlement that was reached voluntarily after consultation with experienced legal counsel.

19. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders, providing for awards of attorneys' fees and costs to Class Counsel, a class representative fee to the Plaintiffs, and enforcing the terms of this Settlement Agreement. The reservation of jurisdiction by the Court over these matters will not affect the finality of the Order and Final Judgment of Dismissal in any way.

20. The Court has made no finding that Milford Gateway engaged in any wrongdoing or wrongful conduct or otherwise acted improperly or in violation of any law, regulation, or duty in any respect.

21. The fairness, reasonableness, and adequacy of the Settlement may be considered and ruled upon by the Court independently of any award of fees or disbursements requested by Class Counsel or Plaintiffs.

22. The waiver by one party of any breach of this Settlement Agreement by

any other party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

23. This Settlement Agreement and its exhibits constitute the entire agreement among the parties hereto concerning the Settlement of this lawsuit, and no representations, warranties, or inducements have been made by any party hereto concerning this Settlement Agreement and its exhibits other than those contained and memorialized in such documents.

24. The Settling Parties may request that the Court allow reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

25. This Settlement Agreement may be executed in one or more counterparts, each of which shall be effective as an original, and may be executed by facsimile transmission of the parties' respective signatures. All executed counterparts shall be deemed to be one and the same instrument, provided that counsel for the parties to this Settlement Agreement shall exchange among themselves original signed counterparts. An original Settlement Agreement shall be filed with the Court.

26. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

27. The construction, interpretation, operation, effect and validity of this Settlement Agreement, and all documents necessary to effectuate it, shall be governed by the substantive law of the State of Connecticut.

28. All persons executing this Settlement Agreement and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action

required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

29. The Settling Parties, Class Counsel, and the Defendant's Counsel agree to cooperate fully with one another in seeking Court entry of the Order Concerning Class Certification, Notice and Scheduling and approval of the Settlement, and to promptly agree upon and execute all such other documentation containing such terms and conditions as to which they reasonably can agree, as may reasonably be required to effect final approval of the Settlement.

**PLAINTIFF, JAMES EIMERS, INDIVIDUALLY
AND ON BEHALF OF ALL OTHERS
SIMILARLY SITUATED,**

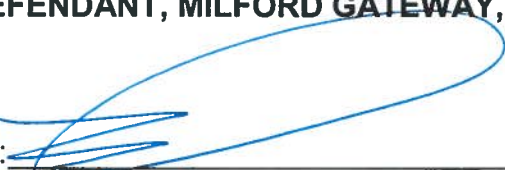
By: _____



Daniel S. Blinn
Consumer Law Group, LLC
35 Cold Spring Rd., Suite 512
Rocky Hill, CT 06067
Tel (860) 571-0408; Fax (860) 571-7457

DEFENDANT, MILFORD GATEWAY, INC.

By: _____



Louis M. Federici, Jr.
Parrett, Porto, Parese & Colwell, P.C.
One Hamden Center
2319 Whitney Ave, Suite 1D
Hamden, CT 06518

EXHIBIT A

leadstatus	firstname	lastname	address	city	state	dayphone	evephone	cellphone
Sold	Glen	Mineo	122 Arlingt	West Have	CT		2.04E+09	2.04E+09
Lost	Steve	Carlisle	93 Homest	Startford	CT		2.03E+09	
Lost	Alana	Mualeavey	39 Rooseve	Hamden	CT		2.04E+09	
Lost	Tracie	Mitchell	95 Kaye Vu	Hamden	CT		2.04E+09	
Lost	Jacquese	Wiley	23 Universi	New Haver	CT		2.04E+09	
Lost	Rena	Brown	44 Walnut	New Haver	CT			2.04E+09
Lost	Virginia	Reale	88 Noble St	West Have	CT			
Lost	Melissa	Rodgers	809 State S	New Haver	CT			
Lost	Lauren	Scarlett	126 Towne	Hamden	CT			5.09E+09
Lost	Ray	Mayberry	72 Grove P	West Have	CT			
Lost	Kyemari	Carrington	108 Everet	West Have	CT			2.04E+09
Lost	Andrew	Matos	458 Jackso	STRATFOR	CT		2.03E+09	
Lost	Christine	Barham	560 Whalle	New Haver	CT			2.04E+09
Lost	Nadeen	Silverstein	224 West V	West Have	CT			9.15E+09
Lost	Theron	Williams	13 3rd St A	Hamden	CT			2.04E+09
Lost	Jynnasia	Smith	19 Shepard	New Haver	CT			
Lost	Tyler	Printz	19 Shepard	New Haver	CT			
Lost	Russell	Sullman	10 West W	West Have	CT			
Lost	Saul	Colon	50 Walnut	New Haver	CT			2.03E+09
Lost	Tayniesha	Sparks	51 Arch St	Hamden	CT			2.03E+09
Lost	Jim	Roberts	112 Barnur	Stratford	CT			
Lost	Dajon	Winnes	199 Elm St	West Have	CT			
Lost	James	Sanders	175 Henry	Stratford	CT		2.03E+09	
Lost	Rachel	Brandon	473 Whalle	New Haver	CT			2.03E+09
Lost	Marta	Rutkowski	74 High Pa	Stratford	CT			2.03E+09
Lost	Frank	Wray	21 Albert R	Hamden	CT			2.04E+09
Lost	Rich	Sewer	30 Badley /	Hamden	CT			2.03E+09
Lost	Russell	Mower	56 Jones R	Hamden	CT			2.03E+09
Lost	Deijana	Shania	28 Auburn	Stratford	CT			2.04E+09
Lost	Tylo	Cruz	95 Kaye Vu	Hamden	CT			4.75E+09
Lost	Charles	Brown						2.04E+09
Lost	Sean	Bection						6.47E+09
Lost	Shai Bell	Dela-Cruz						2.03E+09
Lost	Darnell	Gibson						2.03E+09
Lost	Doug	Abbott						2.04E+09
Lost	Charles	Guild	22 Tuthill S	West Have	CT			2.04E+09
Lost	Dustin	Redd						4.75E+09
Lost	Chris	Williams						
Lost	Leeanna	Gray						2.04E+09
Lost	Andre	Patterson						2.04E+09
Lost	David	Bell						2.04E+09
Lost	Walter	Boksnel						4.4E+09
Lost	Maricela	Osorio						2.03E+09
Lost	Rick	Stone						2.03E+09
	Ashley	Blakely	153 Shepar	Hamden	CT	6511		2.03E+09
	Latasha	Shells	68 N Bisho	Bridgeport	CT	6610		2.04E+09

Sold	Eddy	Lo	720 King St Stratford	CT	6614	2.03E+09	2.03E+09
Lost	Marley	Kennedy	3 Farview I Branford	CT	64052324		
Lost	Michael	Stelmach	153 Shepar Hamden	CT	6511		2.03E+09
Lost	Donald	Davis	461 Whalle New Haver	CT	6511		2.03E+09
Sold	Laura	MacKnally	88 Laddins Old Greenv	CT	68701433		
Sold	Edward	Shells	68 N Bishoj Bridgeport	CT	6610		2.04E+09
Lost	Kelly	Oneill	252 Light S Startford	CT	6614		2.03E+09
Lost	Ronald	Miller	25 Sabo St Hamden	CT	6514		2.04E+09
Sold	Eduardo	Roxas	264 Conne West Have	CT	6516		2.04E+09
Lost	Derek	Christian	3129 Main Startford	CT	6614		2.03E+09
Lost	Sri Harsha	Pinnamshe	29 Baggott West Have	CT	6516		2.04E+09
Lost	Adrian	Chamba	400 Burritt Startford	CT	6615		2.04E+09
Lost	Hector	Zempoalte	285 Edgew New Haver	CT	6511		9.17E+09
Lost	Rasikh	Ahh	1690 Dixwe Hamden	CT	6514		2.04E+09
Lost	Ronald	Kempf	200 Clover Stratford	CT	6614		2.04E+09
Lost	Tarja	Bryant	58 Furman Hamden	CT	6514		2.03E+09
Lost	Jorgieliz	Casanova	105 Beers S New Haver	CT	6511		2.03E+09
Lost	Amber	Hughes	168 Elm St West Have	CT	6516		2.63E+09
Lost	Al	Przybylowi	125 Seavie West Have	CT	6516		2.03E+09
Lost	Troy	Caldwell	17 Walnut New Haver	CT	6511		2.03E+09
Sold	Mary	Brown	26 Garden New Haver	CT	6511		2.04E+09
Lost	Laurie	Belton	556 Hollist Stratford	CT	6615		2.03E+09
Lost	Leighton	Hines	646 Colum Stratford	CT	6615		2.03E+09
Lost	Joseph	Blossom	104 King St Stratford	CT	6615		2.04E+09
Lost	Louis	Palmerini	45 Kings Cc Startford	CT	6615		2.04E+09
Lost	James	Jackson	59 Beers St New Haver	CT	6511		4.75E+09
Lost	Kristina	Smith	21 Frederic Stratford	CT	6614	2.03E+09	2.03E+09
Lost	Pasonace	Cimino	394 Edgew New Haver	CT	6511		
Lost	Patricia	Stardford	175 Henry Startford	CT	6614		2.03E+09
Lost	Michael	Morgan	58 Hurd Av Startford	CT	6614		2.03E+09
Lost	Jaclynne	Leclare	182 Boston West Have	CT	6516		2.03E+09
Lost	Frank	Torres	184 Boston Wets Have	CT	6516		2.04E+09
Lost	Dan	Mims	1184 Chap New Haver	CT	6511		2.04E+09
Lost	Rayna	Myers	285 Edgew New Haver	CT	6511		2.03E+09
Lost	Kaylee	Voytershar	144 Elm St West Have	CT	6516		2.04E+09
Lost	Kivan	Bolly	861 Dixwel Hamden	CT	6514		9.29E+09
Lost	Tyrese	Chapman	76 Kensing New Haver	CT	6511		2.04E+09
Lost	Yvonne	Jamison	655 Fitch S Hamden	CT	6514		2.03E+09
Lost	Nancy	Baffoe	85 Baggott West Have	CT	6516		2.03E+09
Lost	Rashida	Jackson	706 Georg New Haver	CT	6511		2.67E+09
Lost	Asmarom	Phillips	525 Georg New Haver	CT	6511		2.04E+09
Lost	Gideon	Ahkor	256 Day St New Haver	CT	6511		2.04E+09
Lost	Vincent	Shamansky	65 Albert R Hamden	CT	6514		2.04E+09
Lost	Alexandria	Johnson	14 Knox St West Have	CT	6516		9.1E+09
Lost	Ricardo	Rodriquez	975 Mix Av Hamden	CT	6514		7.08E+09
Lost	Jes	Rivera	127 Prospe West Have	CT	6516		2.03E+09
Lost	Elsa	Carter	308 Edgew Hamden	CT	6511		3.47E+09

Lost	Marilyn	Donofrio	138 Wiklun	Startford	CT	6614	2.03E+09
Lost	Mimi	Diabre	20 Platt St	New Haver	CT	6511	2.04E+09
Lost	Vilma	Muca	4 Skiff St	Hamden	CT	6514	2.11E+09
Lost	Giovanni	Valentin	17 Peace St	Stratford	CT	6615	2.04E+09
Lost	Lisa	Sylvestro	73 1st Ave	Stratford	CT	6615	2.03E+09
Lost	Matt	Ralabate	204 3rd Av	Stratford	CT	6615	2.04E+09
Lost	Benjamin	Peterson	300 Pine R	Hamden	CT	6514	2.04E+09
Lost	Debbie	Rossi	603 East A	New Haver	CT	6511	2.03E+09
Lost	Justin	Bard	1010 Cutsp	Stratford	CT	6614	2.03E+09
Lost	Nan	Sakellaridis	50 Birdseye	Startford	CT	6615	5.61E+09
Lost	Jay	Harris	1497 Ella T	New Haver	CT	6511	
Lost	Robert	Pollock	11 Elm Ter	Startford	CT	6515	2.03E+09
Lost	Tanya	Felton	32 Sedgew	Stratford	CT	6615	2.03E+09
Lost	Jesse	Felton	32 Sedgew	Stratford	CT	6615	2.03E+09
Lost	Shavonte	Tate	24 Daisy St	New Haver	CT	6511	2.03E+09
Lost	Perry	Chatman	11 Daisy St	New Haver	CT	6511	2.28E+09
Lost	Iyanna	Fairweathe	905 Mix Av	Hamden	CT	6514	2.04E+09
Lost	Carrien	Joseph	260 Edgew	New Haver	CT	6511	2.04E+09
Lost	Gladys	Joseph	260 Edgew	New Haver	CT	6511	2.04E+09
Lost	Sharee	Baskin	330 Belden	Hamden	CT	6514	2.04E+09
Lost	Martha	Carlucci	745 Light S	Startford	CT	6614	2.03E+09
Lost	Toni	Montalvo	158 Frankli	Startford	CT	6614	2.04E+09
Lost	Joseph	Vereen	1351 Dixw	Hamden	CT	6514	2.04E+09
Lost	Sol Marie	Santiago	17 Browne	New Haver	CT	6511	5.11E+09
Lost	Peggy	Ford	117 Brifgt	Startford	CT	6614	2.03E+09
Lost	Vishnu	Vardhen	149 Cantor	West Have	CT	6516	8.38E+09
Lost	Raymond	Ho	394 Edgew	New Haver	CT	6511	2.03E+09
Lost	Leeanne	Kelly	289 Shepar	Hamden	CT	6514	2.04E+09
Lost	Cassie	Heard	89 Butler S	New Haver	CT	6511	2.04E+09
Lost	Hrant	Shahinyan	110 Towne	Hamden	CT	6514	2.04E+09
Lost	Tina	Klemenz	57 Fairview	West Have	CT	6516	2.04E+09
Lost	Lydia	Veldza	73 Wiklunc	Startford	CT	6614	2.04E+09
Lost	Andrew	Williams	24 Eld St	New Haver	CT	6511	4.16E+09
Lost	Jorge	Garcia	74 Canner	New Haver	CT	6511	2.04E+09
Lost	Charmaine	Wallen	29 Country	Hamden	CT	6514	7.19E+09
Lost	Benjamin	Steele	227 West V	West Have	CT	6516	2.04E+09
Lost	Judith	Cardona	181 McGra	Startford	CT	6615	2.03E+09
Lost	Felicia	Saez	72 Kensing	New Haver	CT	6511	2.04E+09
Lost	Katelyn	Morency	630 Mix Av	Hamden	CT	6514	8.61E+09
Lost	Catherine	Piscatelli	660 Mix Av	Hamden	CT	6514	2.04E+09
Lost	Terrance	Thomas	192 Peach	Stratford	CT	6615	
Lost	Stephen	Swan	105 Meadc	Startford	CT	6615	2.04E+09
Lost	Taylor	Roman	75 Alstrum	Hamden	CT	6514	3.09E+09
Lost	Jorge	Zecua	251 Center	West Have	CT	6516	2.04E+09
Lost	Geoffrey	Peters	19 Andersc	New Haver	CT	96511	7.02E+09
Lost	Yamilka	Marquez	148 Butler	New Haver	CT	6511	2.04E+09
Lost	Bill	Williams	11 Algonqu	Startford	CT	6614	2.03E+09

Lost	Jaz	Sanders	265 Peace	Startford	CT	6615	2.04E+09
Lost	Bernadine	Mingot	43 King St	Startford	CT	6615	2.03E+09
Lost	Ira	Summers	111 Brown	New Haver	CT	6511	2.04E+09
Lost	Joseph	Gombas	425 Frnklin	Startford	CT	6614	2.04E+09
Lost	Dominck	Messine	91 Victoria	Hamden	CT	6514	6.31E+09
Lost	Linda	Lampara	73 Read St	New Haver	CT	6511	2.04E+09
Lost	Devan	Lauore	265 Oak Bl	Startford	CT	6615	2.04E+09
Lost	Michael	Moretti	58 Hearn L	Hamden	CT	6514	2.04E+09
Lost	Rose	Calvo	1111 Stratf	Stratford	CT	6615	
Lost	Alec	Glickman	62 Towne	Hamden	CT	6514	2.03E+09
Lost	Emily	Marte	385 Ocean	West Have	CT	6516	2.03E+09
Lost	Terry	Kang	98 E Gate	L Hamden	CT	6514	2.04E+09
Lost	Stan	Anderson	461 Whalle	New Haver	CT	6511	
Lost	Richard	McClendor	302 Pine R	Hamden	CT	6514	2.03E+09
Lost	Shaquille	Glasper	365 Orchar	New Haver	CT	6511	2.04E+09
Lost	Randy	Williams	461 Whalle	New Haver	CT	6511	
Lost	Carolyn	Huckabey	365 Orchar	New Haver	CT	6511	
Lost	Natasha	Brudgett	25 Lander	New Haver	CT	6511	
Lost	Natalie	Joyner	35 Fairview	Hamden	CT	6514	2.04E+09
Lost	Brittany	Lyons	760 Mix Av	Hamden	CT	6514	6.18E+09
Lost	Keyva	Frazier	339 Jackson	Stratford	CT	6615	2.03E+09
Lost	Nicky	Canery	760 Mix Av	Hamden	CT	6514	4.75E+09
Lost	Eric	Trotman	21 Dix St	Hamden	CT	6514	2.04E+09
Lost	Wanetta	Jones	59 Front A	West Have	CT	6516	2.04E+09
Lost	Elaine	McAllister	145 Shepar	Hamden	CT	6514	
Lost	Chad	Gatison	288 Dwight	New Haver	CT	6511	2.04E+09
Lost	Stacey	Wezenter	153 Willow	New Haver	CT	6511	2.03E+09
Lost	Paul	Avellino	35 Glenwo	Startford	CT	6614	2.04E+09
Lost	Ronald	Miller	25 Savoy S	Hamden	CT	6514	2.04E+09
Lost	Jeanette	Ford	195 Arch S	Hamden	CT	6514	2.04E+09
Lost	Tarek	Serri	694 King St	Startford	CT	6614	2.03E+09
Lost	Michael	Ramirez	72 Mill Riv	New Haver	CT	6511	
Lost	Matthew	Maris	430 Whalle	New Haver	CT	6511	2.03E+09
Lost	Wendy	Heynewski	1185 Nichc	Startford	CT	6614	8.61E+09
Lost	Fnu	Ramin	186 Sherm.	New Haver	CT	6511	4.75E+09
Lost	Nathan	Smith	960 1st Av	New Haver	CT	6516	
Lost	Dean	Manley	55 Rocklan	Startford	CT	6614	
Lost	Symphany	Joseph	720 Mix Av	Hamden	CT	6514	2.04E+09
Lost	Vernique	McKoy	365 Orchar	New Haver	CT	6511	4.75E+09
Lost	Carla	Orecchio	67 Laurel S	West Have	CT	6516	2.04E+09
Lost	Joe	Locke	246 Elm St	West Have	CT	6516	
Lost	Donja	Pearson	37 Goodye	New Haver	CT	6511	2.03E+09
Lost	Kimberly	Hbasinki	396 Whalle	New Haver	CT	6511	2.03E+09
Lost	Melvin	Zackery	15 Gem St	New Haver	CT	6511	2.04E+09
Lost	Chris	McKenzie	520 Elm St	New Haver	CT	6511	
Lost	Barbara	Paige	306 Pine R	Hamden	CT	6514	
Lost	Randy	Cooke	23 Waverly	New Haver	CT	6511	2.03E+09

Lost	Luis	Valdovinos	446 Burritt	Stratford	CT	6615		2.03E+09
Lost	Vemmenth	Sainatts	122 Hinma	West Have	CT	6516		5.71E+09
Lost	Iris	Colon	35 Waverly	New Haver	CT	6511		2.04E+09
Lost	Chris	Abraham	53 Andersc	West Have	CT	96516		2.03E+09
Lost	Maury	Streicker	199 Bayfile	Startford	CT	6614		2.03E+09
Lost	Christina	Vargas	158 Day St	New Haver	CT	6511		4.75E+09
Lost	Ernest	Davis	135 Sanfor	Hamden	CT	6514		2.04E+09
Lost	Laura	Macnally	118 1/2 Pr	West Have	CT	6516		
Lost	Joan	Pavlucik	106 Leewa	Stratford	CT	6615		2.03E+09
Lost	Keisha	Jeffreys	485 East St	New Haver	CT	6511		
Lost	Smiullah	Zazai						4.75E+09
Lost	Caden	Farrow						4.32E+09
Lost	Dolores	Mihalik						2.03E+09
Lost	Michael	Freeman	10 Glenvie	Cromwell	CT	6416		2.03E+09
Lost	John	Vaughn	229 Winter	Hamden	CT	6514		
Lost	James	Uzdauh	931 Rivertc	Stratford	CT	6614		
Lost	Rita	Caliz	159 Camp	West Have	CT	6516		
Lost	Reginald	Morton						2.03E+09
Lost	Lynthia	Jackson	300 Pine R	Hamden	CT	6514		
Lost	Kaylea	Robillard	572 Lawlor	Stratford	CT	6614	2.03E+09	2.03E+09
Lost	Tiquanda	Hardy						2.04E+09
Lost	Ryan	Clark	159 Dogbu	West Have	CT	6516		
Lost	Kate	Murphy						2.04E+09
Lost	Renee	Santiago						2.04E+09
Lost	Vanessa	Gay						4.75E+09
Lost	Francis	Milard					2.04E+09	2.04E+09
Lost	Margirerite	Kralis						2.03E+09
Lost	Darwin	Branch						2.03E+09
Lost	Abdulrazza	Alnoami						5.09E+09
Lost	Kervens	Briquet						2.04E+09
Lost	Suvanit	Roy	720 Mix Av	Hamden	CT	6514		2.03E+09
Lost	Pauline	Oliver						2.04E+09
Lost	Myles	Snider						8.44E+09
Lost	Amy	Brown	132 Cinnan	Milford	CT	64612788	2.04E+09	7.28E+09
Lost	Carown	Shells						2.04E+09
Lost	Felix	Montalvo						2.04E+09
Lost	Raheem	Nixon						2.03E+09
Lost	Genette	Diaz						4.75E+09
Lost	Jaquam	Chiles	556 Hollist	Stratford	CT	6615		
Lost	Karen	Fulcher	104 Cantor	West Have	CT	6516		
Lost	Khayree	McCauley	875 Longbr	Stratford	CT	6614		
Lost	Akhil	Ganteti						4.75E+09
Lost	Elizabeth	Upeson						2.04E+09
Lost	Teshomo	Sinclair						2.03E+09
Lost	Mert	Ozyagci						2.04E+09
Lost	Julia	Barbee						2.04E+09
Sold	Rachael	Ragsdale-H	300 Pine R	Hamden	CT	6514		9.18E+09

Lost	Tremain	Brown					2.03E+09
Lost	Karl	Gram					2.04E+09
Lost	Mike	Pulitano	1422 Broac	Stratford	CT	6615	
Sold	Marcos	Alvarez	114 Exchan	New Haver	CT	6513	2.03E+09 2.03E+09
Lost	Timothy	Allabashi	50 Asmara	Easton	CT	66122102	2.04E+09

EXHIBIT B

DOCKET NO. NNH-CV-17-6073716S : SUPERIOR COURT
JAMES EIMERS AND JOAN PAVLUVCIK, : JUDICIAL DISTRICT OF
Individually and on Behalf of a Class : NEW HAVEN
of Others Similarly Situated
v. : AT NEW HAVEN
MILFORD GATEWAY, INC. D/B/A ACURA :
OF MILFORD
v. :
PASQUALE FEDERICI AND :
PURE AGENCY, INC. : JUNE_____, 2018

ORDER CONCERNING CLASS CERTIFICATION, NOTICE AND SCHEDULING

Plaintiff, James Eimers, and Defendant, Milford Gateway, Inc. d/b/a Acura of Milford (“Milford Gateway”), have reached a settlement of this matter. Plaintiffs and Milford Gateway (the “Settling Parties”) having made application pursuant to Practice Book § 9-9 for an order approving the settlement of this case, in accordance with the *Settlement Agreement and Release* dated June ____, 2018 (the “*Settlement Agreement*”), which together with the exhibits annexed thereto, sets forth the terms and conditions for the proposed settlement of this case and for the dismissal of this case upon the terms and conditions set forth therein; and the Court having reviewed and considered the *Settlement Agreement* and the exhibits annexed thereto; and the Settling Parties having been heard,

IT IS HEREBY ORDERED:

1. This case shall proceed as a class action for purposes of determining whether the proposed settlement is fair, reasonable, and adequate.
2. The Class consists of all individuals who are listed in Exhibit A to the

Settlement Agreement.

3. Pending resolution of the settlement proceedings, the Court hereby asserts jurisdiction over the members of the Class for purposes of effectuating the Settlement and releasing their claims.

4. The Court approves, as to form and content, the two documents identified as *"Notice of Pendency of Class Action, Proposed Settlement and Hearing"* annexed as *Exhibit C* to the *Settlement Agreement*, and finds that the mailing of the notice to class members substantially in the manner and form set forth in the *Settlement Agreement* meets the requirements of Practice Book 9-10, due process and the Rules of this Court, is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The notice shall be mailed to class members on or before _____. (Parties suggest 30 days from date of Order)

5. Class members shall be bound by all determinations and judgments in this case relating to the proposed settlement, whether favorable or unfavorable, unless such persons shall submit a written request to Opt-Out ("Opt-Out Form") from the class, to be postmarked no later than _____(Parties suggest 90 days from date of Order), addressed to: Consumer Law Group, LLC, 35 Cold Spring Rd. Suite 512, Rocky Hill, CT 06067. The Opt-Out Form shall identify the name and current address of the person seeking exclusion and clearly indicate that the sender requests to be excluded from the Class. A member of the Class who duly requests to be excluded in accordance with the provisions hereof shall be excluded from the Class, will not be bound by any orders or judgments entered in this case relating to this settlement and shall not receive any benefits provided for in the Settlement Agreement in the event it is

approved by the Court.

6. Class Counsel may contact any person who has requested to opt out, or such person's counsel if the person is represented, to discuss that person's reason for requesting exclusion. If any person who has requested to opt out of the Class elects to rescind the request and so notifies Class Counsel, that person's request for exclusion shall be deemed null and void.

7. All members of the Class who do not request exclusion therefrom may enter an appearance in this case, personally or through counsel of their own choice and at their own expense. If they do not enter an appearance, they will be represented by Class Counsel.

8. Any member of the Class who has not requested exclusion therefrom in the manner provided for in this Order may appear and show cause, if he or she has any, why the proposed settlement of this case should or should not be approved as fair, reasonable and adequate, or why a judgment should or should not be entered thereon or why the requested fees should or should not be awarded to Class Counsel; provided, however, that no class member or any other person shall be heard or entitled to contest the approval of the terms and conditions of the proposed settlement, or, if approved, the judgment to be entered thereon approving the same, or the amount of attorneys' fees to be awarded to Class Counsel, unless that person has, on or before _____(Parties suggest 90 days from Date of Order), filed and served on Class Counsel and Milford Gateway's counsel a written and signed statement containing his or her name address, and phone number, and the reasons for objecting to the settlement. Any member of the Class who does not make the objection in the manner

provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed settlement as incorporated in the Settlement Agreement and to the award of attorneys' fees to Class Counsel or fees to the Plaintiffs.

9. A final hearing (the "Hearing") shall be held before this Court on _____, at _____ (parties suggest 120 days from date of Order) at the New Haven Judicial District Courthouse, 235 Church Street, Hartford, Connecticut, Courtroom ____, ____ floor, to determine (i) whether the proposed settlement of this case on the terms and conditions provided for in the Settlement Agreement is fair, reasonable and adequate to members of the classes and should be approved finally by the Court, and (ii) the reasonableness of the plaintiff's requests for attorneys fees and costs.

10. No later than ten (10) calendar days prior to the Hearing, Class Counsel shall file with this Court and serve on opposing counsel copies of (a) submissions in support of the proposed Settlement; and (b) applications for a class representative fee and for attorneys' fees and costs. Additionally, counsel shall be permitted (but are not obligated) to file additional submissions responsive to issues raised by any Class member's objection. Counsel shall serve a copy of any such responsive submissions on opposing counsel and also on the person (or his or her counsel) who made the objection to which the submission is responsive.

11. In the event the *Settlement Agreement* terminates pursuant to its terms for any reason, upon motion by any party, the certification of the Settlement Class pursuant to this order shall be vacated automatically and this action shall revert to its status immediately prior to the execution of the *Settlement Agreement*.

12. The Court reserves the right finally to approve the *Settlement Agreement* with modifications and without further notice to members of the Class, to adjourn the date of the hearing and any adjournment thereof without further notice to the members of the Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed settlement.

SO ORDERED this ____ day of _____, 2018

James Abrams, Judge

EXHIBIT C

Notice of Class Action Settlement

Eimers et al. v. Milford Gateway, Inc. d/b/a Acura of Milford
Superior Court of Connecticut, Judicial District of New Haven

No. NNH-CV-17-6073716-S

This is to notify you that you are a member of a class in a class action lawsuit.

You are not being sued

A settlement has been proposed in a class action lawsuit against Milford Gateway, Inc. d/b/a Acura of Milford (“Milford Gateway”). The settlement will provide benefits to persons who received the “Summer Sale-Bration” promotional mailing during Spring and Summer 2017.

James Eimers (“Plaintiff”) filed this lawsuit against Milford Gateway. Plaintiff claims that Milford Gateway violated Connecticut state law by sending mailing a containing a game promotion that falsely and deceptively represented that recipients were in a group that won a prize of at least \$100 when in reality most received a gift card valued at \$5. Class members consist of persons who received the promotional mailing and came to Milford Gateway to claim the aforementioned prize.

You are receiving this Class Notice because, according to Milford Gateway’s records, you are a member of the Class. Your legal rights are affected whether or not you respond. ***Please read this notice carefully.***

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If the Settlement Agreement receives final approval from the Court, you will receive a cash payment of \$95. Class Counsel will be requesting that the Court award \$22,000 for attorney’s fees and that it also be reimbursed for costs and expenses. You will give up your right to make a claim against Milford Gateway in connection with this promotion.
EXCLUDE YOURSELF	If you exclude yourself, then you will not get a cash payment but you will keep any right you have to make a claim against Milford Gateway.
OBJECT	You may write to the Court about why you don’t think the settlement is fair, reasonable and adequate.

These rights and options — *and the deadlines to exercise them* — are explained in this notice.

The Court still must decide whether to approve the Settlement Agreement. Benefits will be provided only if the Court approves the Settlement Agreement and after appeals, if any, are resolved. Please be patient.

BASIC INFORMATION

Here is some basic information about the case.

1. WHAT IS THIS LAWSUIT ABOUT?

The complaint against Milford Gateway was filed in 2017 by the Plaintiff. Plaintiff contends that Milford Gateway mailed a promotional mailing that was unfair and deceptive under Connecticut law. The lawsuit alleges that this promotion informed the recipients that they had won a prize with a value of \$100 or more but that those individuals who went to Milford Gateway to claim that prize received only a gift card with a value of \$5.

Milford Gateway denies all allegations of wrongdoing and contends that it fully complied with the all applicable laws.

2. WHY IS THERE A SETTLEMENT?

The Court did not decide the case in favor of Plaintiff or Milford Gateway. Instead, both sides agreed to a settlement. Settlements avoid the costs and uncertainty of a trial and possible appeals, while providing benefits to members of the Settlement Class. Plaintiff and the attorneys believe that the Settlement is best for all Settlement Class members.

WHAT BENEFITS ARE PROVIDED BY THE SETTLEMENT?

3. WHAT DOES THE SETTLEMENT PROVIDE?

Milford Gateway will make a cash payment of \$95 to each Class Member. This amount is equal to the difference between the minimum prize described in the promotion and the value of the prize the Class Members actually received. These payments will be made only if the Court determines that the Settlement Agreement is fair, adequate and reasonable.

4. WHEN WOULD I GET THE BENEFITS OF THE SETTLEMENT?

The Court will hold a hearing on _____ to decide whether to approve the Settlement Agreement. If the Court approves the Settlement Agreement, you could get benefits provided by the Settlement Agreement within 60 days after the Court's approval. If anyone appeals, however, it could take longer.

5. WHAT AM I GIVING UP TO GET A BENEFIT OR STAY IN THE CLASS?

If you don't exclude yourself, you will be barred from bringing any lawsuit against Milford Gateway that concerns the promotional mailing. All of the Court's orders will apply to you and legally bind you. You will agree to a "Release of Claims," as explained below, which describes

exactly the legal claims that you give up in exchange for receiving the benefits under the Settlement Agreement.

RELEASE OF CLAIMS

If you don't exclude yourself from this Settlement Agreement, you can't be part of any other lawsuit against Milford Gateway about the legal issues in this case. You and anyone acting on your behalf will release all claims against Milford Gateway arising from your contract or the repossession of your vehicle.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want benefits from this Settlement and you want to keep the right to sue Milford Gateway on your own for the promotional mailing, you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as "opting out" of the Settlement Class. If you exclude yourself as a Class member, you won't get any of the money you may otherwise be entitled to under the Settlement Agreement.

6. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must complete the opt-out form contained at the end of this Notice of Class Action Settlement and mail or hand-deliver it by no later than _____ to:

Consumer Law Group, LLC, 35 Cold Spring Road, Suite 512, Rocky Hill, CT 06067.

REQUESTS FOR EXCLUSION THAT ARE NOT RECEIVED OR POSTMARKED ON OR BEFORE _____ WILL NOT BE HONORED.

You cannot exclude yourself on the telephone or by email. You also cannot exclude yourself by mailing a request to any other location or after the deadline.

7. IF I DON'T EXCLUDE MYSELF, CAN I SUE MILFORD GATEWAY FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up the right to sue Milford Gateway for the claims encompassed by the Settlement Agreement. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is _____.

8. IF I EXCLUDE MYSELF, CAN I GET ANY BENEFIT FROM THIS SETTLEMENT?

No.

THOSE REPRESENTING YOU

9. DO I HAVE A LAWYER IN THE CASE?

Plaintiff retained Daniel S. Blinn, Consumer Law Group, LLC, 35 Cold Spring Road, Suite 512, Rocky Hill, CT 06067, to represent him. Mr. Blinn and his firm have been appointed by the Court to represent you and other Class members. Mr. Blinn is called Class Counsel. You will not have to pay anything to Class Counsel. His fees, costs, and expenses will be paid by Milford Gateway as part of the settlement. If you want to be represented by your own lawyer, you may hire one at your own expense and enter an appearance through your counsel.

10. HOW WILL THE LAWYER BE PAID?

Milford Gateway has agreed to pay Class Counsel attorney's fees of \$22,000. This payment is subject to the approval of the Court. The Court may award less than this amount. This amount is being paid in addition to the benefits to the Class Members. Milford Gateway's payment of this amount will not affect the payment to which Class members are entitled.

11. IS THE PLAINTIFF, AS THE CLASS REPRESENTATIVE, ENTITLED TO A FEE?

The Settlement Agreement provides that Class Counsel will ask the Court for a class representative fee in the amount of \$3,000 to plaintiff James Eimers. The Court may award less than this amount. Milford Gateway will separately pay this fee. Milford Gateway's payment of this amount will not affect the payment to which Class members are entitled.

OBJECTING TO THE SETTLEMENT

12. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENT?

If you are a Class member, you can object to the Settlement Agreement if you don't think any part of the Settlement is fair, reasonable or adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views. Your objection must be in writing. To object, you must send a letter stating that you object to the Settlement in the case. Be sure to include: (1) the name of this lawsuit, *Eimers et al. v. Milford Gateway, Inc. d/b/a Acura of Milford*, Superior Court, State of Connecticut, Judicial District of New Haven, Case No. NNH-CV-17-6073716-S); (2) your full name, current address and telephone number; (3) the reasons why you object to the Settlement; and (4) your signature. Mail the objection to these three different places. Your objection must be postmarked by _____.

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court Superior Court 235 Church Street New Haven, CT 06510	Daniel S. Blinn Consumer Law Group, LLC 35 Cold Spring Road, Suite 512 Rocky Hill, CT 06067	Louis M. Federici, Esq. Parrett, Porto, Parese & Colwell, PC One Hamden Center 2319 Whitney Avenue, Suite 1-D Hamden, CT 06518 lfederici@pppclaw.com

If you fail to object to the Settlement Agreement, you will lose the right to object to it. If the Settlement Agreement is approved despite your objection, you will still receive the benefits of the Settlement and will be bound by the Court's judgment in this case. If the Court does not approve the Settlement Agreement, the lawsuit will return to its status immediately prior to the execution of the Settlement Agreement.

13. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you do not like something about the Settlement Agreement. You can object only if you stay in the Class. If the proposed Settlement Agreement is approved despite your objection, you will still receive the benefits of the Settlement Agreement and will be bound by the Court's judgment in this case. Excluding yourself is telling the Court that you don't want to be part of the Settlement or the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

TAX CONSEQUENCES

14. ARE THERE ANY TAX CONSEQUENCES IN REMAINING IN THE SETTLEMENT?

Neither the Court nor Class Counsel are able to advise you regarding any tax consequences of the settlement.

The settlement may have significant adverse tax consequences, and you should seek the advice of a tax professional if you have any questions concerning the taxation of settlement benefits and whether you should exclude yourself from the Settlement as described above.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement Agreement. You may attend, and you may ask to speak, but you don't have to.

15. WHEN AND WHERE WILL THE COURT DECIDE TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing at _____ on _____ at the Connecticut Superior Court for the Judicial District of New Haven, 235 Church Street, New Haven, CT 06510. If attending, you should report to Room _____. At this hearing, the Court will consider whether the Settlement Agreement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court will listen to anyone who has submitted a timely request, as set forth below, to speak at the hearing. The Court will also decide how much Class Counsel will receive for attorney's fees, costs, and expenses. The Court may also decide how much Milford Gateway will be ordered to pay Plaintiff for his role as Class Representative. After the hearing, the Court will decide whether to approve the Settlement Agreement. We do not know how long these decisions will take.

If the Settlement Agreement is not approved, however, the lawsuit will continue. If that occurs, there is no guarantee that the Class Members will recover anything from Milford Gateway or that any recovery will exceed the value of the benefits provided by the Settlement Agreement.

16. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will represent you and answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

17. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter providing that it is your "Notice of Intention to Appear in the *Eimers et al. v. Milford Gateway, Inc. d/b/a Acura of Milford* hearing." Be sure to include your name, address, telephone number and signature. Your Notice of Intention to Appear must be sent to the Clerk of the Court, Class Counsel and Defense Counsel at the three addresses provided above and must be received by the Clerk of the Court by _____. You cannot speak at the hearing if you have excluded yourself from this litigation.

IF YOU DO NOTHING

18. WHAT HAPPENS IF I DO NOTHING?

If the Settlement Agreement is approved, you and the other Class members will receive the benefits described above in this notice and will be bound by the Court's judgment.

GETTING MORE INFORMATION

19. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This notice summarizes the parties' proposed Settlement. More details are in the Settlement Agreement, which is available online at _____.

20. HOW DO I GET MORE INFORMATION?

If you wish to learn more about the matters involved in this litigation, you may review the pleadings, the orders entered and other papers filed in this litigation at the court address listed above during regular business hours each business day.

You may also contact Class Counsel at 860-571-0408 with any questions.

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE ADDRESSED TO CLASS COUNSEL. PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE OR THE DEFENDANT'S COUNSEL FOR INFORMATION.

Do NOT complete this form if you want to receive a settlement payment. You do not have to do anything to receive a payment. This form should be completed only if you do not want to participate in the class action settlement.

OPT-OUT FORM

*Eimers et al. v. Milford Gateway, Inc. d/b/a Acura of Milford
Superior Court of Connecticut, Judicial District of New Haven*

No. NNH-CV-17-6073716-S

PLEASE **EXCLUDE** ME FROM THE CLASS. I DO **NOT** WANT TO PARTICIPATE IN THE CLASS ACTION LAWSUIT AGAINST MILFORD GATEWAY , INC.

NAME: _____

ADDRESS: _____

TELEPHONE: _____

DATE: _____

SIGNATURE: _____

Do **not** complete and submit this form if you wish to remain a member of the Class and receive the benefits of the Settlement Agreement described in the Notice of Class Action Settlement. Submit this form only if you wish to **exclude** yourself from the Class. To exclude yourself from the lawsuit, you must complete this Opt-Out Form and mail or hand-deliver this form to: Consumer Law Group, LLC, 35 Cold Spring Rd., Suite 512, Rocky Hill, CT 06067. Your envelope must be postmarked or hand-delivered on or before _____. If you exclude yourself, you will no longer be a Class member, will not be bound by any judgment in this lawsuit and will not participate in the proposed Settlement or any recovery obtained on behalf of the Class members, but you will retain the right to bring your own lawsuit.

EXHIBIT D

DOCKET NO. NNH-CV-17-6073716S : SUPERIOR COURT
JAMES EIMERS AND JOAN PAVLUVCIK, : JUDICIAL DISTRICT OF
Individually and on Behalf of a Class : NEW HAVEN
of Others Similarly Situated
v. : AT NEW HAVEN
MILFORD GATEWAY, INC. D/B/A ACURA :
OF MILFORD
v. :
PASQUALE FEDERICI AND :
PURE AGENCY, INC. : JUNE __, 2018

ORDER AND FINAL JUDGMENT OF DISMISSAL

THIS MATTER has come before this Court seeking approval of the proposed settlement (the "Settlement") set forth in the *Settlement Agreement and Release* (the "*Settlement Agreement*") dated June __, 2018 and filed with the Court. This Court has considered all papers filed and proceedings had herein, and otherwise is fully informed in the matter, and has determined that the proposed Settlement set forth in the *Settlement Agreement* should be approved as fair, reasonable, and adequate. The total number of Class Members (as that term is defined in the *Settlement Agreement*) is approximately 238. Actual notice was sent by first-class mail to all Class Members at their last known mailing addresses in Defendant's records. Additionally, Class Counsel attempted to obtain more recent addresses as to Class Members whose initial notices were returned as undeliverable, and then re-mailed the notices to the newer addresses. There were __ objections to the Settlement and ____ Class Members opted-out of this lawsuit.

The Court hereby enters this Final Judgment and Order of Dismissal with

Prejudice (the “Final Judgment”), which constitutes a final adjudication of this matter on the merits. Good cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. This Court has jurisdiction over the subject matter of this lawsuit with respect to all claims asserted, and personal jurisdiction over all parties to this lawsuit.

2. The definitions of terms set forth in the *Settlement Agreement* and in the *Order Concerning Notice and Scheduling* entered by this Court on _____ are incorporated herein as though fully set forth in this Final Judgment.

3. The Court hereby approves the Settlement set forth in the *Settlement Agreement* and finds that said Settlement is, in all respects, fair, reasonable, and adequate to the Class Members.

4. Plaintiffs, individually and on behalf of the Class Members, sought relief, *inter alia*, from Defendant’s conduct allegedly undertaken in connection with the repossession of their vehicles. This Court reaffirms that the action satisfies the requirements of Practice Book § 9-9 with respect to the Settled Claims, as more fully described in the *Settlement Agreement*.

5. Due notice was provided to all potential Class Members. Such notice advised potential Class Members that they would be treated as Class Members unless they opted out by procedures set forth in the notice.

6. The parties are ordered promptly to carry out their respective obligations under the *Settlement Agreement*.

7. Neither this Final Judgment nor the *Settlement Agreement* or the fact that this case has been settled (a) is an admission, concession, or indication by Defendant

of the validity of any claims in this case or of any liability, wrongdoing, or violation of law by Defendant; (b) shall be used as an admission of any fault, liability or wrongdoing by Defendant; or (c) shall be offered or received in evidence as an admission, concession, presumption or inference against Defendant in any proceeding other than such proceedings as may be necessary to consummate or enforce this Final Judgment or the provisions of any related order, notice, agreement or release, or to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense.

8. This Court hereby dismisses this lawsuit on the merits and with prejudice against all persons who are Class Members as to all Settled Claims against Defendant, as those terms are defined in the *Settlement Agreement*.

9. All Class Members are hereby conclusively deemed to have released and discharged Defendant as to all Settled Claims. Notwithstanding the above, Plaintiff and the other Class Members have not released or discharged Defendant from performing their obligations under the *Settlement Agreement*.

10. All Class Members are hereby barred and permanently enjoined from prosecuting, commencing, or continuing any of the Settled Claims against Defendant or any of the Released Parties.

11. The "*Notice of Pendency of Class Action, Proposed Settlement and Hearing*" annexed as *Exhibit C* to the *Settlement Agreement* which set forth the principal terms of the *Settlement Agreement*, together with the manner of distribution of said notice by first-class mail to all Class Members who could be identified through reasonable efforts as entitled to compensation under the *Settlement Agreement*,

constituted the best notice practicable under the circumstances. Said notice fully satisfied the requirements of Practice Book § 9-10 and the requirements of state and federal constitutional due process.

12. Class Counsel and Milford Gateway, Inc. d/b/a Acura of Milford (“Milford Gateway”) are hereby ordered to fulfill all of their duties and responsibilities as provided for under the Settlement Agreement.

13. Milford Gateway shall pay to Class Counsel, within 30 days of the Effective Date under the Settlement Agreement, the sum of _____ (the Parties suggest \$22,000) as a reasonable attorney’s fee, inclusive of costs and expenses..

14. Plaintiff James Eimers is awarded _____ (the Parties suggest \$3,000) as compensation related to his additional time, efforts, and initiative in assisting prosecution of this lawsuit as class representative. This amount shall be payable by Defendant within 30 days of the Effective Date.

15. Without affecting the finality of this judgment in any way, the Court hereby retains continuing jurisdiction over (a) implementation of this Settlement and distributions to Class Members and others; (b) disposition of Settlement funds; (c) this lawsuit until this Final Judgment becomes effective and each and every act agreed to be performed pursuant to the *Settlement Agreement* has been performed; and (d) all parties to this lawsuit and the Class Members for the purpose of enforcing and administering the *Settlement Agreement*.

16. This Order constitutes a final judgment.

DONE IN OPEN COURT this ____ day of _____, 2018.

James Abrams, Judge