

Exhibit 1

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“*Settlement Agreement*” or “*Agreement*”) is entered into by and between plaintiffs Alison N. Leary and Timothy M. Leary, individually and in their representative capacity on behalf of all others similarly situated (“*Plaintiffs*”), on the one hand, and defendant McGowen Enterprises, Inc. (“*MEI*” or “*Defendant*”), on the other (collectively referred to as the “*Parties*”).

RECITALS

A. On May 5, 2017, Plaintiffs commenced this action by filing a nationwide putative class action entitled *Leary v. BP Lubricants USA, Inc., et al.* Case No. 17-cv-02070-BMS.

B. On July 21, 2017, Plaintiffs filed an Amended Complaint, naming MEI as the sole defendant. The Amended Complaint contains only a single claim against MEI. Plaintiffs allege MEI violated the Magnuson-Moss Warranty Act by including an illegal product tying agreement in a written warranty.

C. On September 8, 2017, MEI moved to dismiss Plaintiffs’ Magnuson-Moss Warranty Act claim. Plaintiffs opposed the motion. The Court denied MEI’s motion to dismiss on October 12, 2017, and MEI answered the Amended Complaint on October 26, 2017.

D. The parties appeared before the Honorable Berle M. Schiller on November 3, 2017 to participate in a Status Conference. The parties discussed settlement prospects before, during, and after the Status Conference. Thereafter, the parties exchanged initial disclosures, actively participated in discovery activities—including the depositions of MEI and third-party BP Lubricants, Inc.—and continued to explore settlement prospects.

E. Since January 22, 2018, the Parties have engaged in a lengthy series of good faith and arm’s-length negotiations concerning possible settlement terms, while continuing to litigate the Action.

F. Plaintiffs filed their motion for class certification on February 15, 2018.

G. On March 23, 2018, having exchanged several drafts of settlement term sheets, and spent much time negotiating in good faith concerning settlement, the Parties were able to reach an accord on several key aspects of a nationwide class settlement. This accord is memorialized in this Settlement Agreement.

H. The Parties have conducted an investigation of the facts and have analyzed the relevant legal issues in regard to the claims and defenses asserted in the Action. The Parties have conducted formal fact discovery, including numerous written discovery requests, and depositions.

I. Plaintiffs and their Counsel believe that the claim asserted in the Action has merit. MEI has denied and continues to deny all allegations of wrongdoing alleged in the Action, Complaint, or Amended Complaint, and believes the claim asserted by Plaintiffs is without merit.

Nonetheless, the Parties have concluded that continued litigation could be protracted and expensive and that it is desirable to fully and finally settle the Action in the manner and upon the terms and conditions set forth in this Settlement Agreement to limit further expense, inconvenience, and uncertainty. The Parties also have considered the uncertainties of trial and the benefits to be obtained under the proposed Settlement and have considered the costs, risks, and delays associated with the continued prosecution of this complex and time-consuming class action, as well as and any appeals of this matter.

J. It is now the intention of the Parties and the objective of this Settlement Agreement to avoid the costs of trial and settle and dispose of, fully and completely and forever, any and all claims and causes of action in the Action.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Plaintiffs, the Class Members, and MEI agree to settle the Action, subject to Court approval, under the following terms and conditions.

1. DEFINITIONS. In addition to the definitions included in the Recitals above, and in later sections of the Agreement, the following shall be defined terms for purposes of this Settlement Agreement. Some of the definitions in this section use terms that are defined later in the section. All defined terms are capitalized and listed in alphabetical order:

1.1 As used herein, the term “**Action**” means the lawsuit pursued by Plaintiffs against MEI in the United States District Court for the Eastern District of Pennsylvania, *Leary v. MEI*, Case No. 17-cv-02070-BMS.

1.2 As used herein, the term “**Authorized Claimant**” means any Class Member who validly and timely submits a Claim Form according to the terms of this Settlement Agreement and does not validly request exclusion from the Settlement Class.

1.3 As used herein, the term “**Claim**” means a request made by a Class Member in order to receive a Settlement Payment pursuant to the procedures stated below in Section 3.6.

1.4 As used herein, the term “**Claim Form**” means the form a Class Member must validly and timely submit to receive a Settlement Payment under this Agreement. The Claim Form must be substantially similar to the form attached as **Exhibit E**.

1.5 As used herein, the term “**Claimant**” means any Class Member who submits a Claim under this Agreement.

1.6 As used herein, the term “**Claims Administrator**” means KCC, LLC, and any successors to KCC, LLC that Defendant designates, subject to Plaintiffs’ approval, which shall not unreasonably be withheld, which will administer the notice, claims, and the Settlement Payment distribution process provided for in the Settlement Agreement. The Claims Administrator will be

responsible for all matters relating to the provision of notice to the Settlement Class and the administration of the Settlement consistent with the terms of this Agreement.

1.7 As used herein, the terms “*Settlement Class*” and “*Class Members*” mean: all consumers in the United States who, between May 5, 2013 and January 8, 2017, purchased a vehicle from Car Sense Inc. (now MEI) and accepted the Lifetime Engine Guarantee offered by Car Sense Inc.

1.8 As used herein, the terms “*Defendant’s Counsel*” and “*MEI’s Counsel*” mean the law firm Jones Day.

1.9 As used herein, the term “*Email Notice*” means the legal notice summarizing the proposed Settlement terms, as approved by Plaintiffs’ Counsel, MEI’s Counsel, and the Court, to be provided to Class Members under Section 3.4(b) of this Settlement Agreement via electronic mail. The Email Notice must be substantially similar to the form attached as **Exhibit C**.

1.10 As used herein, the term “*Fairness Hearing*” means the hearing(s) to be held by the Court to consider and determine whether the proposed Settlement of this Action as contained in this Settlement Agreement should be approved as fair, reasonable, and adequate, and whether the Final Order and Judgment approving the Settlement contained in this Settlement Agreement should be entered.

1.11 As used herein, the terms “*Final Order*” and “*Order Granting Final Approval of Class Settlement*” mean the Court order granting final approval of the Settlement of this Action following the Fairness Hearing. The Final Order must be substantially similar to the form attached as **Exhibit F**.

1.12 As used herein, the term “*Final Settlement Date*” means the later of (a) thirty-one (31) calendar days after the entry of the Final Order and Judgment, if no timely motions for reconsideration, appeal, or other effort to obtain review have been filed; or (b) in the event that a motion for reconsideration, appeal, or other effort to obtain review has been initiated, the date after any and all such motions, appeals or other efforts to obtain review have been finally concluded in favor of the Final Order and Judgment, any mandates have issued and jurisdiction has been returned to the Court, and the Final Order and Judgment is no longer subject to review, whether by motions, appeal, petitions for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise.

1.13 As used herein, the term “*Full Notice*” means the full legal notice of the proposed Settlement terms, as approved by Plaintiffs’ Counsel, Defendant’s counsel, and the Court, to be provided to Class Members under Section 3.4 of this Settlement Agreement. The Full Notice must be substantially similar to the form attached as **Exhibit B**.

1.14 As used herein, the terms “*Judgment*” and “*Final Judgment*” mean a document labeled by the Court as such and that has the effect of a judgment under Fed. R. Civ. P. 54. The Judgment must be substantially similar to the form attached as **Exhibit G**.

1.15 As used herein, the term “*Named Plaintiffs*” means Alison N. Leary in her individual capacity only and Timothy M. Leary in his individual capacity only.

1.16 As used herein, the terms “*Plaintiffs’ Counsel*” and “*Class Counsel*” mean the law firm of Schneider Wallace Cottrell Konecky Wotkyns LLP.

1.17 As used herein, the term “*Postcard Notice*” means the notice of the proposed Settlement terms, as approved by Plaintiffs’ Counsel, Defendant’s counsel, and the Court, to be provided to Class Members under Section 3.4 of this Settlement Agreement. The Postcard Notice must be substantially similar to the form attached as **Exhibit D**.

1.18 As used herein, the terms “*Preliminary Approval Order*” or “*Preliminary Approval and Provisional Settlement Class Certification Order*” mean the order provisionally certifying the Settlement Class for settlement purposes, approving and directing the provision of notice to the Settlement Class, and setting the Fairness Hearing. This order must be substantially similar to the form attached as **Exhibit A**.

1.19 As used herein, the term “*Response Deadline*” means the deadline by which Class Members must deliver Claim Forms or requests for exclusion or make objections under this Settlement Agreement. The Response Deadline shall be seventy-five (75) calendar days after entry of the Preliminary Approval Order.

1.20 As used herein, the term “*Settlement*” means the final resolution and settlement of this Action and related claims effectuated by this Settlement Agreement.

1.21 As used herein, the term “*Settlement Payment*” means a one-time cash payment of thirty dollars (\$30). The eligibility and any documentation requirements for the one-time cash payment shall be determined from the Claim Form and Claim requirements set forth in Section 3.6 and Exhibit F.

1.22 As used herein, the term “*Settlement Website*” means the website that shall be created for settlement administration purposes and administered by the Claims Administrator.

2. SETTLEMENT TERMS.

2.1 Award to the Settlement Class. Each Authorized Claimant is entitled to receive a Settlement Payment. To be entitled to receive a Settlement Payment, a Class Member must timely submit a valid and complete Claim Form and any supporting documentation required. The manner for submitting a timely, valid, and complete Claim Form is specified in Section 3.6 below. Payments shall be made by check to the Authorized Claimants. Authorized Claimants who receive a check shall have one hundred eighty (180) calendar days from the date of issuance to cash the check. Any checks not negotiated within the one hundred eighty (180) day period are automatically void.

2.2 Injunctive Relief to the Settlement Class. In addition to the relief described in Section 2.1, MEI stipulates and agrees that it will not include a tying provision in any future

warranties, and that it will not void any Class Members' Lifetime Engine Guarantee for failing to use Castrol products during professional oil changes of the vehicles they purchased from MEI.

2.3 Incentive Awards to Named Plaintiffs. MEI agrees not to oppose Named Plaintiffs' application for a single, shared incentive award of up to \$5,000, with such amount subject to Court approval. Named Plaintiffs will not seek an amount greater than \$5,000 total for this Action. Named Plaintiffs' incentive award is to be paid separate and apart from the award to the Settlement Class. If the Court approves the Settlement of this Action and incentive award to the Named Plaintiffs, payment of the amount awarded shall be apportioned as follows: MEI agrees to pay by check to the Named Plaintiffs the incentive award approved by the Court only up to \$5,000 within thirty (30) days after the Final Settlement Date; any amount above \$5,000 shall be paid by Plaintiffs' Counsel to the Named Plaintiffs from the attorneys' fees and costs award in Section 2.4. No interest shall be paid on the incentive award.

2.4 Attorneys' Fees and Costs. MEI agrees not to oppose Class Counsel's application for attorneys' fees and costs of up to \$280,000 in fees and up to \$10,000 in costs, with such amount subject to Court approval. Class Counsel, all other counsel of record for Plaintiffs, and any other attorneys or law firms representing Plaintiffs and/or affiliated with Class Counsel, shall divide these fee and cost payments among themselves, and MEI shall have no obligation to pay more than the stated amounts or to resolve any differences between Plaintiffs' counsel with respect to their entitlement to attorneys' fees and costs. Class Counsel will file any papers supporting its request for attorneys' fees and costs with the Court fourteen (14) calendar days prior to the deadline for Class Members to object to the Settlement, as such deadline is defined in Section 3.9 of this Settlement Agreement. The attorneys' fees and costs are paid separate and apart from the award to the Settlement Class. If the Court approves the Settlement of this Action and an award of attorneys' fees and costs to Class Counsel, MEI agrees to pay the attorneys' fees and costs approved by the Court—provided that they do not exceed \$280,000 in fees and \$10,000 in costs—to Class Counsel by wire transfer within thirty (30) days after the Final Settlement Date. Class Counsel shall have control over and the responsibility to distribute (a) any payment of fees and costs to Class Counsel or any other attorney or law firm that may claim entitlement to fees and costs under this Settlement or as a result of the Action and (b) the payment of the Named Plaintiffs' incentive award as addressed above in Section 2.3. No interest shall be paid on the attorneys' fees and costs award.

2.5 Class Notice and Settlement Implementation Costs. MEI shall bear all costs of providing notice to the Settlement Class in the manner prescribed in Section 3.4 below. MEI shall bear all costs associated with settlement administration (*e.g.*, claim processing and Settlement Payment distribution) by the Claims Administrator.

2.6 Reduction in Named Plaintiffs' Incentive Awards Class Counsel's Attorneys' Fees or Costs. A reduction by the Court or by an appellate court of the amount of the Named Plaintiffs' incentive awards or attorneys' fees or litigation costs sought by Class Counsel shall not affect any of the Parties' other rights and obligations under the Settlement Agreement.

2.7 No Tax Liability. Under no circumstances will MEI or MEI's Counsel have any liability for taxes or tax expenses for Settlement Payments, Named Plaintiffs' incentive awards

sought under the Settlement (whether paid by MEI or distributed to Named Plaintiffs by Plaintiffs' Counsel), or attorneys' fees or litigation costs sought by Class Counsel under the Settlement. Named Plaintiffs are responsible for any taxes on an incentive awards awarded by the Court, and Class Counsel is responsible for any taxes on any attorneys' fees or litigation costs awarded by the Court. Nothing in this Settlement, or statements made during the negotiation of its terms, shall constitute tax advice by MEI or MEI's Counsel.

3. CLASS SETTLEMENT PROCEDURES.

3.1 Cooperation to Obtain Court Approval. The Parties, Plaintiffs' Counsel, and Defendant's Counsel will jointly take all reasonable steps necessary to secure the Court's approval of this Settlement Agreement and the Settlement.

3.2 Preliminary Approval and Provisional Class Certification. As soon as practicable after this Settlement Agreement is signed, Plaintiffs must take steps to obtain preliminary approval of the Settlement and provisional class certification from the Court. The motion for preliminary approval of the Settlement and provisional class certification must request the Court to:

- (a) preliminarily approve this Settlement Agreement on the ground it: appears to be the product of serious, informed, non-collusive negotiations; has no obvious deficiencies; does not improperly grant preferential treatment to class representatives or segments of the class; and falls within the range of possible approval;
- (b) preliminarily approve the form, manner, and content of the Full Notice, Email Notice, Postcard Notice, and Claim Form described in Sections 3.4 and 3.6 of this Settlement Agreement, and attached as **Exhibits B - E**;
- (c) set the date and time of the Fairness Hearing;
- (d) confirm certification of the Settlement Class under Rule 23(b)(3) of the Federal Rules of Civil Procedure for settlement purposes;
- (e) find that MEI has complied with 28 U.S.C. § 1715(b);
- (f) stay all proceedings in the Action against MEI, except as may be necessary to implement or comply with the terms of the Settlement, until the Court renders a final decision on approval of the Settlement, and set a briefing schedule for the papers in support of the Final Order;
- (g) confirm appointment of the Named Plaintiffs as the class representatives for settlement purposes; and
- (h) confirm the appointment of Michael McKay at Schneider Wallace Cottrell Konecky Wotkyns LLP as Class Counsel for settlement purposes.

The proposed Preliminary Approval and Provisional Class Certification Order must be substantially similar to the form attached as **Exhibit A**. Class Counsel must draft the motion papers and give MEI's Counsel, drafts of the motion and proposed order to review at least five (5) calendar days before filing the motion. MEI shall file its own brief or statement of non-opposition in support of the Preliminary Approval and Provisional Class Certification Order.

3.3 CAFA Notice. Within ten (10) calendar days after this Agreement is filed with the Court, MEI shall serve upon relevant government officials notice of the proposed settlement in accordance with 28 U.S.C. § 1715.

3.4 Class Notice. Subject to the Court entering the Preliminary Approval Order, the Parties agree that MEI and its retained Claims Administrator will provide the Settlement Class with notice of the proposed settlement by the following methods:

- (a) **Settlement Website and Toll-Free Number.** Unless otherwise ordered by the Court, within thirty (30) calendar days after entry of the Preliminary Approval Order, the Claims Administrator will set up the Settlement Website that provides a mailing address and an email address for administrative inquiries and a toll-free number. The Settlement Website will post the Complaint, Settlement Agreement, Preliminary Approval Order, Full Notice, Claim Form, and (within three (3) Court days after it is filed) Class Counsel's fee application. The Settlement Website will be active until the Final Settlement Date. The Settlement Website shall be designed and constructed to accept electronic Claim Form submission. The toll-free telephone number will receive calls relating to the Settlement and be limited to providing automated (*i.e.* not live operator) information about the Settlement and the ability to request the emailing or mailing of a Claim Form. The toll-free telephone number will be active through the date of the Fairness Hearing. After the Response Deadline, a recording will advise any callers that the Response Deadline has passed and that information regarding the Settlement may be viewed on the Settlement Website.
- (b) **Email Notice.** Unless otherwise ordered by the Court, within thirty (30) calendar days after entry of the Preliminary Approval Order and after the Settlement Website is live, MEI, through the Claims Administrator, will send an Email Notice to each Class Member for whom MEI has an email address. The Email Notice will be substantially similar to the form attached as **Exhibit C**.
- (c) **Postcard Notice.** Unless otherwise ordered by the Court, within thirty (30) calendar days after entry of the Preliminary Approval Order and after the Settlement Website is live, MEI, through the Claims Administrator, will send the Postcard Notice to each Class Member for whom MEI has a facially valid U.S. Postal address and who was not sent notice by email pursuant to Section 3.4(b) of this Settlement Agreement. The Claims Administrator will check all U.S. Postal addresses provided by MEI against the National Change of Address Database before mailing

the Postcard Notice. The Postcard Notice will be substantially similar to the form attached as **Exhibit D**.

3.5 Proof of Notice. No later than ten (10) calendar days before the Fairness Hearing, the Claims Administrator shall send Class Counsel and MEI's counsel via email an executed declaration from the Claims Administrator confirming that notice to the Settlement Class has been provided in accordance with Section 3.4 of this Settlement Agreement. The Class Administrator shall, in that same declaration, describe the scope, method, and results of the class notice program. Plaintiffs will file the executed declaration with the Court in support of their motion for Final Order and Judgment.

3.6 Claims Procedure. To be eligible to receive a Settlement Payment, Class Members must accurately complete and submit a Claim Form with any required documentation specified on the Claim Form and deliver that form and any required supporting documentation to the Claims Administrator no later than the Response Deadline. The Claim Form and any supporting documentation required may be submitted electronically or by U.S. postal mail. The delivery date is deemed to be the date (a) the Claim Form is deposited in the U.S. Mail as evidenced by the postmark, in the case of submission by U.S. mail, or (b) in the case of submission electronically through the Settlement Website, the date the Claims Administrator receives the Claim Form, as evidenced by the transmission receipt. Any Class Member who fails to submit a valid and timely Claim Form will not receive a Settlement Payment under this Settlement Agreement. The eligibility and any documentation requirements for the Settlement Payment is specified on the Claim Form.

3.7 Right to Verify. The Claims Administrator may review all submitted Claim Forms for completeness, validity, accuracy, and timeliness, and may contact any Claimant to request additional information and documentation to determine the validity of any claim. In addition, the Claims Administrator may verify that: (1) the information set forth in a submitted Claim Form is accurate; and (2) the Claimant is a Class Member.

3.8 Right to Audit and Disputed Claims. MEI shall have the right to audit all submitted Claim Forms for completeness, validity, accuracy, and timeliness, and may submit its records in support of its position. If the Parties dispute a Claim Form's completeness, validity, accuracy, and timeliness, the Parties must meet and confer in good faith and work with the Claims Administrator in an effort to resolve the dispute and eliminate or limit the number of disputed Claims raised with the Court.

3.9 Objections.

(a) Any Class Member who has not submitted a timely written exclusion request pursuant to Section 3.10 of this Settlement Agreement and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, must deliver a written objection to the Claims Administrator no later than the Response Deadline. The delivery date is deemed to be the date the objection is deposited in the U.S. Mail as evidenced by the postmark. It shall be the objector's responsibility to ensure receipt of any objection by the Claims Administrator. Written objections must include: (a) the name and case number of the Action (i.e., "*Leary v. MEI*, Case No. 17-cv-02070"); (b) the full name, address, and telephone number of the

person objecting (email address is optional); (c) the words “Notice of Objection” or “Formal Objection”; (d) in clear and concise terms, the objection and legal and factual arguments supporting the objection; and (e) facts showing that the person objecting is a Class Member. The written objection must be signed and dated, and must include the following language immediately above the signature and date: “I declare under penalty of perjury under the laws of the United States of America that the foregoing statements regarding class membership are true and correct to the best of my knowledge.”

(b) Any Class Member who submits a written objection, as described in this Section, has the option to appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member’s expense; to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement; or to the award of attorneys’ fees. However, Class Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing must include on the timely and valid written objection a statement substantially similar to “Notice of Intention to Appear.” If the objecting Class Member intends to appear at the Fairness Hearing through counsel, he or she must also identify the attorney(s) representing the objector who will appear at the Fairness Hearing and include the attorney(s) name, address, and phone number (email address is optional). If the objecting Class Member intends to request the Court to allow the Class Member to call witnesses at the Fairness Hearing, such request must be made in the Class Member’s written objection, which must also contain a list of any such witnesses and a summary of each witness’s expected testimony. Only Class Members who submit timely written objections including Notices of Intention to Appear may speak at the Fairness Hearing. If a Class Member makes an objection through an attorney, the Class Member will be responsible for his or her personal attorney’s fees and costs.

3.10 Exclusion from the Settlement Class. Class Members may elect to exclude themselves from the Settlement Class and not to be bound by this Settlement Agreement or the Settlement. To make this election, Class Members must send a letter or postcard to the Claims Administrator stating: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the person requesting exclusion; and (c) a statement that he/she does not wish to participate in the Settlement, signed and postmarked no later than the Response Deadline.

(a) **Exclusion List.** The Claims Administrator must send Class Counsel and MEI’s counsel via email a list of Class Members—including names and addresses—who have timely and validly excluded themselves from the Settlement Class no later than ten (10) calendar days before the filing date for Plaintiffs’ motion in support of the Final Order and Judgment.

(b) **Blow-up Clause.** If more than five hundred (500) Class Members request exclusion, then MEI may, in its sole discretion, at any time before the Fairness Hearing, notify Class Counsel in writing that it has elected to terminate this Settlement Agreement. If this Settlement Agreement is terminated, it will be deemed null and void *ab initio*. In that event: (i) the Preliminary Approval and Provisional Class Certification Order for purposes of Settlement and all of its provisions will be vacated by its own terms; (ii) the Action will revert to the status that existed before the Settlement Agreement’s execution date; and (iii) no term or

draft of this Settlement Agreement, or any part or aspect of the Parties' settlement discussions, negotiations, or documentation will have any effect or be admissible into evidence, for any purpose, in this Action or any other proceeding.

3.11 Settlement Payment Distribution. If the Court approves the Settlement of this Action, MEI, either itself or through the Claims Administrator, must mail the Settlement Payments to the Authorized Claimants within sixty (60) calendar days following the Final Settlement Date in accordance with Section 2.1.

4. FINAL JUDGMENT AND RELEASES.

4.1 Judgment and Enforcement. The Parties agree that should the Court grant final approval of the proposed Settlement and enter Judgment, the Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties to enforce the terms of this Settlement Agreement.

4.2 Final Order and Judgment. Before the Fairness Hearing, Plaintiffs must apply for Court approval of a proposed Final Order and Judgment, substantially similar to the forms attached as **Exhibits F and G**, respectively. Class Counsel must draft the motion papers and give MEI's Counsel drafts of the motion and proposed order to review at least five (5) calendar days before the motion's filing and service date/deadline. MEI shall be permitted, but not required, to file its own brief or statement of non-opposition in support of the Final Order and Judgment. Subject to the Court's approval, the Final Order and Judgment shall, among other things:

- (a) finally approve the Settlement Agreement as fair, reasonable and adequate;
- (b) confirm final certification of the Settlement Class for settlement purposes pursuant to Federal Rule of Civil Procedure 23(b)(3);
- (c) find that the notice and the notice dissemination methodology complied with the Settlement Agreement, Federal Rule of Civil Procedure 23, and the Due Process Clause of the United States Constitution;
- (d) issue orders related to the relief provided for in the Settlement Agreement, including distribution of the Settlement Payments, payment of incentive awards, and payment of Class Counsel's fees and costs award;
- (e) incorporate the release set forth in the Settlement Agreement;
- (f) dismiss the Action with prejudice; and
- (g) retain jurisdiction over the Action and the Parties relating to the administration, consummation, or enforcement of the Agreement or the Final Order and Judgment, and for any other necessary purpose.

4.3 Effect of Agreement if Settlement Is Not Approved. This Settlement Agreement was entered into only for the purpose of finally resolving the claims in this Action. In the event that the Court conditions its approval of either the Preliminary Approval Order or the Final Order and Judgment on any modifications of this Settlement Agreement that are not acceptable to all Parties, or if the Court does not approve the Settlement or enter the Final Order and Judgment, or if the Final Settlement Date does not occur for any reason, then this Agreement shall be deemed null and void *ab initio* and the Parties shall be deemed restored to their respective positions as if this Agreement was never executed. In that event (a) the Preliminary Approval Order and all of its provisions will be vacated by its own terms, including, but not limited to, vacating conditional certification of the Settlement Class for Settlement, conditional appointment of Plaintiffs as class representatives for Settlement purposes, and conditional appointment of Plaintiffs' counsel as Class Counsel for Settlement purposes; (b) the Action will revert to the status that existed before the Settlement Agreement's execution date; and (c) no term or draft of this Settlement Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. If the Court does not approve the Settlement or enter the Final Order and Judgment for any reason, or if the Final Settlement Date does not occur for any reason, MEI shall retain all its rights to continue to object to the maintenance of the Action as a class action, and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class action.

4.4 Release as to All Class Members. Upon entry of the Judgment, Plaintiffs and each member of the Settlement Class who has not timely requested exclusion from the Settlement Class, and each of their respective successors, assigns, heirs, and personal representatives, will be deemed to have released MEI—and its subsidiaries, affiliates, assignees, and indemnitees—as well as each of MEI and these entities' past or present officers, directors, shareholders, owners, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, and insurers MEI (the "**Released Parties**"), from the Released Claims. For purposes of this Settlement Agreement, the "**Released Claims**" are defined as all manner of action, causes of action, claims, demands, rights, suits, or liabilities, of any nature whatsoever, known or unknown, asserted or unasserted, in law or equity, fixed or contingent, which Class Members have or may have arising out of or relating to the allegedly illegal tying provision in the LifeTime Engine Guarantee referred to in the Action, Complaint, or Amended Complaint.

5. ADDITIONAL PROVISIONS.

5.1 No Admission of Liability or Wrongdoing and Inadmissibility of the Agreement. This Settlement Agreement reflects the Parties' compromise and Settlement of disputed claims. Its provisions, and all drafts, communications, and discussions relating thereto, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting class certification) by any person, including the Parties, and shall not be offered or received in evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission, concession, liability, or any wrongdoing whatsoever in any court or tribunal in any state, territory, or jurisdiction. MEI has denied and continues to deny each of the claims and contentions alleged by Plaintiffs in the Action.

MEI has repeatedly asserted and continues to assert defenses thereto, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption by MEI that class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Order and Judgment. Providing this Agreement is finally approved and a Final Judgment is entered, MEI agrees to waive any claim under Federal Rules of Civil Procedure Rule 11 or any state, federal, or common law claim for malicious prosecution against Plaintiffs and Class Counsel.

5.2 Change of Time Periods. All time periods and dates described in this Settlement Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Settlement Class.

5.3 Fair, Adequate, and Reasonable Settlement. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement in arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after extensive negotiations.

5.4 Real Parties in Interest. In executing this Settlement Agreement, the Parties warrant and represent that except as provided herein, none of the claims described herein (or any part thereof) have been assigned, granted, or transferred in any way to any other person, firm, or entity.

5.5 Voluntary Agreement. This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

5.6 Binding on Successors. This Settlement Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

5.7 Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

5.8 Authorization. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

5.9 Entire Agreement. The Recitals, this Settlement Agreement, and the attached exhibits contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Settlement Agreement

is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Settlement Agreement.

5.10 Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Settlement Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

5.11 Headings and Formatting of Definitions. The various headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret this Settlement Agreement. Similarly, bolding and italicizing of definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

5.12 Modifications and Amendments. No amendment, change, or modification of this Settlement Agreement or any part thereof shall be valid unless in writing signed by the Parties or their counsel. The parties expressly waive any right under Pennsylvania law to prove an oral modification.

5.13 Governing Law. This Agreement is entered into in accordance with the laws of the Commonwealth of Pennsylvania and shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

5.14 Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

5.15 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Settlement Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Settlement Agreement.

5.16 Execution Date. This Settlement Agreement shall be deemed executed upon the last date of execution by all of the undersigned.

5.17 Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies or PDF copies of executed copies of this Agreement may be treated as originals.

5.18 No Conflict Intended. Any inconsistency between this Settlement Agreement and the attached exhibits will be resolved in favor of this Settlement Agreement.

5.19 Notices. Any notice, instruction, application for Court approval or application for Court orders sought in connection with the Settlement Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to MEI to the attention of MEI's Counsel, and if to Class Members, to the attention of Class Counsel on their behalf.

CLASS COUNSEL	MEI'S COUNSEL
Michael McKay SWCKW LLP 8501 N. Scottsdale Road, Suite 270 Scottsdale, Arizona 85253	Melissa B. Hirst JONES DAY 77 West Wacker Drive, Suite 3500 Chicago, Illinois 60601

5.20 List of Exhibits: The following exhibits are attached to this Settlement Agreement:

- Exhibit A: [Proposed] Preliminary Approval and Provisional Settlement Class Certification Order
- Exhibit B: Full Notice
- Exhibit C: Email Notice
- Exhibit D: Postcard Notice
- Exhibit E: Claim Form
- Exhibit F: [Proposed] Order Granting Final Approval of Class Settlement
- Exhibit G: [Proposed] Final Judgment

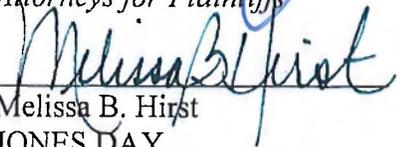
IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

Dated: April 6, 2018



Michael McKay
SCHNEIDER WALLACE COTTRELL
KONECKY WOTKYNIS LLP
Attorneys for Plaintiffs

Dated: April 6, 2018



Melissa B. Hirst
JONES DAY
Attorneys for Defendant MEI

Exhibit A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

ALISON N. LEARY and TIMOTHY M. LEARY, Individually and On Behalf of All Others Similarly Situated,

Plaintiffs,

v.

MCGOWEN ENTERPRISES, INC.,

Defendant.

Civil Action

No. 2:17-CV-02070-BMS

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS SETTLEMENT AND PROVISIONAL SETTLEMENT CLASS CERTIFICATION

On _____ (month) _____ (day), 2018, this Court heard plaintiffs Alison N. Leary and Timothy M. Leary’s (“Plaintiffs”) motion for preliminary approval of class settlement and provisional settlement class certification under Rule 23 of the Federal Rules of Civil Procedure. This Court reviewed the motion, including the Settlement Agreement and Release (“Settlement Agreement”), and all attachments thereto. Based on this review and the findings below, the Court found good cause to grant the motion.¹

FINDINGS:

1. The Settlement Agreement appears to be the product of serious, informed, non-collusive negotiations and falls within the range of possible approval as fair, reasonable and adequate.

2. The Full Notice, Email Notice, Postcard Notice, and Claim Form (attached to the Settlement Agreement), and their manner of transmission, including through the use of the

¹ Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

Settlement Website and the toll-free number, comply with Rule 23 and due process because the notices and forms are reasonably calculated to adequately apprise class members of (i) the pending lawsuit, (ii) the proposed settlement, and (iii) their rights, including the right to either participate in the settlement, exclude themselves from the settlement, or object to the settlement.

3. The Settlement Class is so numerous that joinder of all Class Members is impracticable.

4. Plaintiffs' claims are typical of the Settlement Class's claims.

5. There are questions of law and fact common to the Settlement Class, which predominate over any questions affecting only individual Class Members.

6. Class Certification is superior to other available methods for the fair and efficient resolution of the controversy for settlement purposes.

7. Defendant McGowen Enterprises, Inc. ("MEI") filed a copy of the notice it gave on [Month] [Date], [Year] pursuant to 28 U.S.C. § 1715(b) and the notice complies with the requirements of 28 U.S.C. § 1715(b).

IT IS ORDERED THAT:

1. **Settlement Approval.** The Settlement Agreement, including the Full Notice, Email Notice, Postcard Notice, and Claim Form, attached to the Settlement Agreement as Exhibits B-E, are preliminarily approved.

2. **Provision of Class Notice.** MEI shall notify Class Members of the settlement in the manner specified under Section 3.3 of the Settlement Agreement.

3. **Claim for a Settlement Payment.** Class Members who want to receive a Settlement Payment under the Settlement Agreement must accurately complete and deliver a Claim Form to the Claims Administrator no later than seventy-five (75) calendar days after entry of this Order.

4. **Objection to Settlement.** Class Members who have not submitted a timely written exclusion request pursuant to paragraph 6 below and who want to object to the Settlement

Agreement must deliver a written objection to the Claims Administrator no later than seventy-five (75) calendar days after entry of this Order. The delivery date is deemed to be the date the objection is deposited in the U.S. Mail as evidenced by the postmark. The objection must include: (a) the name and case number of the Action (“*Leary v. MEI*, Case No. 17-cv-02070”); (b) the full name, address, and telephone number of the person objecting (email address is optional); (c) the words “Notice of Objection” or “Formal Objection”; (d) in clear and concise terms, the objection and legal and factual arguments supporting the objection; and (e) facts showing that the person objecting is a Class Member. The written objection must be signed and dated, and must include the following language immediately above the signature and date: “I declare under penalty of perjury under the laws of the United States of America that the foregoing statements regarding class membership are true and correct to the best of my knowledge.” Any Class Member who submits a written objection, as described in this paragraph, may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member’s expense, to object to the Settlement Agreement. Class Members or their attorneys intending to make an appearance at the Fairness Hearing, however, must include on the timely and valid written objection a statement substantially similar to “Notice of Intention to Appear.” If the objecting Class Member intends to appear at the Fairness Hearing through counsel, he or she must also identify the attorney(s) representing the objector who will appear at the Fairness Hearing and include the attorney(s) name, address, and phone number (email is optional). If the objecting Class Member intends to request the Court to allow the Class Member to call witnesses at the Fairness Hearing, such request must be made in the Class Member’s written objection, which must also contain a list of any such witnesses and a summary of each witness’s expected testimony. Only Class Members who submit timely written objections including Notices of Intention to Appear may speak at the Fairness Hearing. If a Class Member makes an objection through an attorney, the Class Member will be responsible for his or her personal attorney’s fees and costs.

5. Failure to Object to Settlement. Class Members who fail to object to the Settlement Agreement in the manner specified above will: (1) be deemed to have waived their

right to object to the Settlement Agreement; (2) be foreclosed from objecting (whether by a subsequent objection, intervention, appeal, or any other process) to the Settlement Agreement; and (3) not be entitled to speak at the Fairness Hearing.

6. Requesting Exclusion. Class Members who want to be excluded from the settlement must send a letter or postcard to the Claims Administrator stating: (a) the name and case number of the Action (“*Leary v. MEI*, Case No. 17-cv-02070”); (b) the full name, address and telephone number of the person requesting exclusion (email address is optional); and (c) a statement that the person does not wish to participate in the Settlement, postmarked no later than seventy-five (75) calendar days after entry of this Order.

7. Provisional Certification for Settlement Purposes. For purposes of settlement, the Settlement Class is provisionally certified as: All consumers in the United States who, between May 5, 2013 and January 8, 2017, purchased a vehicle from Car Sense Inc. (now MEI) and accepted the Lifetime Engine Guarantee offered by Car Sense Inc.

8. Conditional Appointment of Class Representative and Class Counsel. For settlement purposes, plaintiffs Alison N. Leary and Timothy M. Leary are conditionally certified as the Settlement Class Representatives to implement the Parties’ settlement in accordance with the Settlement Agreement. Michael McKay with the law firm of Schneider Wallace Cottrell Konecky Wotkyns LLP is conditionally appointed as Class Counsel for settlement purposes. Plaintiffs and Class Counsel must fairly and adequately protect the Settlement Class’s interests.

9. Termination. If the Settlement Agreement terminates for any reason, the following will occur: (a) Class certification for settlement purposes will be automatically vacated; (b) Named Plaintiffs will revert to their prior status as putative class representatives; (c) Plaintiffs’ counsel will stop functioning as settlement Class Counsel, but will revert to prior status as putative class counsel; and (d) this Action will revert to its previous status in all respects as it existed immediately before the Parties executed the Settlement Agreement. This Order does not waive or otherwise impact the Parties’ rights or arguments regarding the propriety of class certification for any purpose other than settlement or regarding any trial of any claims in this Action.

10. No Admissions. Nothing in this Order is, or may be construed as, an admission or concession on any point of fact or law by or against any Party.

11. Stay of Dates and Deadlines. All pretrial and trial proceedings and deadlines are stayed and suspended until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

12. CAFA Notice. The Court finds that MEI has complied with 28 U.S.C. § 1715(b).

13. Fairness Hearing. On _____ (month) ____ (day), 2018, at _____, this Court will hold a Fairness Hearing to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate. Based on the date of this Order and the date of the Fairness Hearing, the following are the certain associated dates in this Settlement:

EVENT	TIMING	DATE
Last day for MEI, via the Claims Administrator, to send the Email Notice and the Postcard Notice, start operating the Settlement Website, and start operating the toll-free number	30 calendar days after entry of this order	
Last day for Plaintiff to file fee petition	61 calendar days after entry of this Order	
Last day for Class Members to file a claim, request exclusion, object to the Settlement, or submit a Notice of Intention to Appear at the Fairness Hearing	75 calendar days after entry of this Order	
Last day for parties to file briefs in support of the Final Order and Judgment	7 calendar days before the Fairness Hearing	

This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website, but other than the website posting, MEI will not be required to provide any additional notice to Class Members.

DATED: _____

The Honorable Berle M. Schiller
U.S. District Court Judge

Exhibit B

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

ALISON N. LEARY and TIMOTHY M.
LEARY, Individually and On Behalf of All
Others Similarly Situated,

Plaintiffs,

v.

MCGOWEN ENTERPRISES, INC.,

Defendant.

Civil Action

No. 2:17-CV-02070-BMS

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: All consumers in the United States who, between May 5, 2013 and January 8, 2017, purchased a vehicle from Car Sense Inc. (now McGowen Enterprises, Inc.) and accepted the Lifetime Engine Guarantee offered by Car Sense Inc.

**IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS,
YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL
AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.**

A settlement (“Settlement”) has been proposed in the class action lawsuit referenced above pending in the United States District Court for the Eastern District of Pennsylvania, Case No. 17-cv-02070 BMS (“Action”). If the Court gives final approval to the Settlement, MEI will provide each Class Member who properly and timely completes and submits a Claim Form a onetime cash payment in an amount of \$30 (“Settlement Payment”). In addition, MEI stipulates and agrees that it will not include a tying provision in any future warranties, and that it will not void any Class Members’ LifeTime Engine Guarantee for failing to use Castrol products during professional oil changes of the vehicles they purchased from MEI.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	<p>This is the only way to get a Settlement Payment.</p> <p>Visit the Settlement website located at _____ to obtain and to electronically submit a Claim Form and supporting documentation. You can also print the Claim Form from the website and then submit it by mail along with any supporting documentation.</p>	<p>DEADLINE:</p> <p>_____</p>
EXCLUDE YOURSELF	<p>If you exclude yourself from the Settlement, you will not receive a Settlement Payment under the Settlement. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against MEI regarding the allegations in the Action ever again.</p>	<p>DEADLINE:</p> <p>_____</p>
OBJECT	<p>You may write to the Court about why you object to (<i>i.e.</i>, don't like) the Settlement and think it shouldn't be approved. Filing an objection does not exclude you from the Settlement.</p>	<p>DEADLINE:</p> <p>_____</p>
GO TO THE "FAIRNESS HEARING"	<p>The Court will hold a "Fairness Hearing" to consider the Settlement and the request for attorneys' fees and costs of the lawyers who brought the Action. You may, but are not required to, speak at the Fairness Hearing about any objection you filed to the Settlement. If you intend to speak at the Fairness Hearing, you must also include as part of your objection a "Notice of Intention to Appear" to the Court and the parties' attorneys indicating your intent to do so.</p>	<p>HEARING DATE:</p> <p>_____</p>
DO NOTHING	<p>You will not receive a Settlement Payment under the Settlement. You will also give up your right to object to the Settlement and you will be not be able to be part of any other lawsuit about the legal claims in this case.</p>	<p>N/A</p>

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if

there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION..... ##

- 1. Why did I get this notice?
- 2. What is this lawsuit about?
- 3. Why is this a class action?
- 4. Why is there a Settlement?
- 5. How do I know if I am part of the Settlement?
- 6. I'm still not sure if I am included.

THE PROPOSED SETTLEMENT.....##

- 7. What relief does the Settlement provide to the Class Members?

HOW TO REQUEST A SETTLEMENT PAYMENT – SUBMITTING A CLAIM FORM.....##

- 8. How can I get a Settlement Payment?
- 9. When will I get a Settlement Payment and what is the deadline to cash the check for the Settlement Payment?

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS.....##

- 10. Do I have a lawyer in this case?
- 11. How will the lawyers be paid?
- 12. Will the Named Plaintiffs receive any compensation for her efforts in bringing this Action?

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS.....##

- 13. What am I giving up to obtain relief under the Settlement?

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT.....##

- 14. How do I exclude myself from the Settlement?

HOW TO OBJECT TO THE SETTLEMENT##

- 15. How do I tell the Court that I do not like the Settlement?
- 16. What is the difference between excluding myself and objecting to the Settlement?

FAIRNESS HEARING.....##

- 17. What is the Fairness Hearing?
- 18. When and where is the Fairness Hearing?
- 19. May I speak at the hearing?

ADDITIONAL INFORMATION##

- 20. How do I get more information?
- 21. What if my address or other information has changed or changes after I submit a Claim Form?

BACKGROUND INFORMATION

1. WHY DID I GET THIS NOTICE?

You received this Notice because a Settlement has been reached in this Action. According to MEI’s available records you might be a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs Alison N. Leary and Timothy M. Leary (the “Named Plaintiffs”) filed a lawsuit against MEI on behalf of themselves and all others similarly situated. The lawsuit alleges that MEI violated the Magnuson-Moss Warranty Act by including an illegal tying provision in a written warranty provided to Named Plaintiffs and Class Members. At issue is MEI’s LifeTime Engine Guarantee, which is a limited warranty that covers a vehicle’s engine from mechanical failure or abnormal wear so long as the purchaser owns the vehicle, provided that the purchaser properly maintains the vehicle in accordance with the warranty’s terms. Among other things, the LifeTime Engine Guarantee directs Named Plaintiffs and Class Members to have the oil changed professionally in their vehicle every four months or 4,000 miles, whichever comes first, using only Castrol oil products. Plaintiffs allege that they and all Class Members paid more for oil changes than they should have paid because Castrol oil may be more expensive than comparable oil products and that they should be allowed to change the oil not only with Castrol oil products, but with similar oil products, without voiding the warranty.

MEI denies each and every one of Plaintiffs’ allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. MEI further denies that any Class Member is entitled to any relief and, other than for settlement purposes, and that this Action is appropriate for certification as a class action. MEI denies any wrongdoing and any liability whatsoever.

The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Named Plaintiffs’ claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 20 below.

3. WHY IS THIS A CLASS ACTION?

In a class action lawsuit, one or more people called “Named Plaintiff(s)” (in this Action, Alison N. Leary and Timothy M. Leary) sue on behalf of other people who have similar claims. The court previously determined that this Action was appropriate for class treatment for trial. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this case, MEI, is called the Defendant.

4. WHY IS THERE A SETTLEMENT?

The Named Plaintiffs have made claims against MEI. MEI denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Named Plaintiffs or MEI should win this Action. Instead, both sides agreed to a Settlement to limit further expense, inconvenience, and uncertainty. That way, they avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

5. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement: All consumers in the United States who, between May 5, 2013 and January 8, 2017, purchased a vehicle from Car Sense Inc. (now MEI) and accepted the Lifetime Engine Guarantee offered by Car Sense Inc.

6. I’M STILL NOT SURE IF I AM INCLUDED.

If you are still not sure whether you are included, you can contact the Claims Administrator for free help about whether you are a Class Member. The email address of the Claims Administrator is _____, the U.S. postal (mailing) address is _____, and the toll-free telephone number is _____.

THE PROPOSED SETTLEMENT

7. WHAT RELIEF DOES THE SETTLEMENT PROVIDE TO THE CLASS MEMBERS?

MEI has agreed to provide the Settlement Class a Settlement Payment of a one-time cash payment of \$30. To receive a Settlement Payment, you must timely complete and submit a valid Claim Form, which explains the eligibility and any documentation requirements.

In addition, regardless of whether a Class Member submits a claim form, all Class Members will receive the following benefits. MEI agrees that it will not include a tying provision in any future warranties, and that it will not void any Class Members' Lifetime Engine Guarantee for failing to use Castrol products during oil changes of their vehicles purchased from MEI.

HOW TO REQUEST A SETTLEMENT PAYMENT – SUBMITTING A CLAIM FORM

8. HOW CAN I GET A SETTLEMENT PAYMENT?

To qualify for a Settlement Payment, you must send in a Claim Form by the deadline. A Claim Form is available by clicking [HERE](#) or on the Internet at the website _____. The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the form, attach documentation, and postmark it by _____ or submit it online on or before 11:59 p.m. (Eastern) on _____.

9. WHEN WILL I GET A SETTLEMENT PAYMENT AND WHAT IS THE DEADLINE TO CASH THE CHECK FOR THE SETTLEMENT PAYMENT?

As described in Sections 17 and 18 below, the Court will hold a hearing on _____ at United States District Court, Eastern District of Pennsylvania, Courtroom 13-B, 601 Market Street, Philadelphia, Pennsylvania, 19106 to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at _____. *Please be patient.*

You will have one hundred eighty (180) days from the date of issuance to negotiate (*i.e.* cash) the check you receive for the Settlement Payment.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS

10. DO I HAVE A LAWYER IN THIS CASE?

The Court has ordered that Michael McKay with the law firm Schneider Wallace Cottrell Konecky Wotkyns LLP ("Class Counsel") will represent the interests of all Class Members. These fees and costs will be paid separately by MEI and will not reduce the amount of Settlement Payments available to qualifying Class Members. You will not be separately charged for Class Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. HOW WILL LAWYERS BE PAID?

MEI has agreed to pay Class Counsel’s attorneys’ fees up to \$280,000 and litigation costs up to \$10,000, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs for Class Counsel’s attorneys’ fees and costs.

12. WILL THE REPRESENTATIVE PLAINTIFFS RECEIVE ANY COMPENSATION FOR THEIR EFFORTS IN BRINGING THIS ACTION?

The Named Plaintiffs will request a service award (also known as an “incentive award”) of up to \$5,000 total for Plaintiffs Alison N. Leary and Timothy M. Leary for their services as class representatives and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Named Plaintiffs. MEI agrees to pay to the Named Plaintiffs the incentive award approved by the Court up to \$5,000.

DISMISSAL OF ACTION AND RELEASE OF CLAIMS

13. WHAT AM I GIVING UP TO OBTAIN RELIEF UNDER THE SETTLEMENT?

If the Court approves the Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against MEI. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against MEI regarding the allegations in the Action. The Settlement Agreement, available on the Internet at the website _____ contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

14. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

You may exclude yourself from the Settlement Class and the Settlement. If you want to be excluded, you must send a letter or postcard stating: **(a)** the name and case number of the Action “*Leary v. MEI*, Case No. 17-cv-02070”; **(b)** your full name, address, and telephone number (email address optional); **(c)** a statement that you do not wish to participate in the Settlement; and **(d)** your signature, postmarked no later than _____ to the Claims Administrator at:

Leary v. MEI.
c/o _____

If you timely request exclusion from the Settlement Class, you will be excluded from the Settlement Class, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against MEI based on the conduct complained of in the Action.

HOW TO OBJECT TO THE SETTLEMENT

15. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and costs. If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must submit a written objection to the Claims Administrator at the address set forth below no later than (*i.e.*, postmarked by) _____.

Leary v. MEI.

c/o _____

The written objections must state: **(a)** the name and case number of the Action "*Leary v. MEI*, Case No. 17-cv-02070"; **(b)** the full name, address, and telephone number of the person objecting (email address optional); **(c)** the words "Notice of Objection" or "Formal Objection"; **(d)** in clear and concise terms, the objection and legal and factual arguments supporting the objection; and **(e)** facts showing that the person objecting is a Class Member. The written objection must be signed and dated, and must include the following language immediately above the signature and date:

"I declare under penalty of perjury under the laws of the United States of America that the foregoing statements regarding class membership are true and correct to the best of my knowledge."

You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney's fees and costs.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.

If you submit a written objection, you may appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, to object to the Settlement Agreement. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Fairness Hearing, you must include on your timely and valid written objection a statement substantially similar to "Notice of Intention to Appear."

If you intend to appear at the Fairness Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Fairness Hearing and include the attorney(s) name, address, and phone number (email address optional). Also, if you intend to request the Court to allow you to call witnesses at the Fairness Hearing, you must include that request in your written objection, which must list any such witnesses and summarize each witness's expected testimony.

16. WHAT IS THE DIFFERENCE BETWEEN EXCLUDING MYSELF AND OBJECTING TO THE SETTLEMENT?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FAIRNESS HEARING

17. WHAT IS THE FAIRNESS HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class, as well as to consider the award of attorneys' fees and expenses to Class Counsel and the service award to the Named Plaintiffs.

18. WHEN AND WHERE IS THE FAIRNESS HEARING?

On _____, 2018 at _____, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Berle M. Schiller in Courtroom 13-B (Room 13613) of the U.S. District Court for Eastern District of Pennsylvania, located at 601 Market Street, Philadelphia, PA 19106. The hearing may be postponed to a different date or time or location without notice. Please check _____ for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

19. MAY I SPEAK AT THE HEARING?

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

You may attend, but you do not have to. As described above in Section 15, you may speak at the Fairness Hearing only if (a) you have timely served and filed an objection, and (b) you have timely and validly provided a Notice of Intent to Appear.

If you have requested exclusion from the Settlement, however, you may not speak at the

Fairness Hearing.

ADDITIONAL INFORMATION

20. HOW DO I GET MORE INFORMATION?

To see a copy of the Settlement Agreement, the Court’s Preliminary Approval Order, Class Counsel’s application for attorneys’ fees and costs, and the operative complaint filed in the Action, please visit the Settlement website located at: _____. Alternatively, you may contact the Claims Administrator at the email address: _____, the U.S. postal address (mailing): _____, or the toll-free telephone number: _____.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you should visit www.pacer.gov or the Clerk’s office at 601 Market Street, Philadelphia, Pennsylvania 19106 (215-597-7704). The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

21. WHAT IF MY ADDRESS OR OTHER INFORMATION HAS CHANGED OR CHANGES AFTER I SUBMIT A CLAIM FORM?

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below:

Leary v. MEI, Case No. 17-CV-02070

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

DATED: _____

The Honorable Berle M. Schiller
U.S. District Court Judge

Exhibit C

To: _____

From: _____

Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

If, between May 5, 2013 and January 8, 2017, you purchased a vehicle from Car Sense Inc. (now McGowen Enterprises, Inc. or “MEI”) and accepted the Lifetime Engine Guarantee between, you may be eligible to receive a payment from MEI.

Why did I get this notice? A settlement (“Settlement”) has been proposed in a class action lawsuit pending in the U.S. District Court for the Eastern District of Pennsylvania (“Court”) titled *Leary v. MEI*, Case No. 17-cv-02070 (“Action”). According to available records, you might be a “Class Member.” The purpose of this notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about? The Action was filed against MEI by Plaintiffs Alison N. Leary and Timothy M. Leary alleging that MEI violated the Magnuson-Moss Warranty Act by including an illegal tying agreement in a written warranty provided to Plaintiffs and Class Members. At issue is MEI’s LifeTime Engine Guarantee, which is a limited warranty that covers a vehicle’s engine from mechanical failure or abnormal wear so long as the purchaser owns the vehicle, provided that the purchaser properly maintains the vehicle in accordance with the warranty’s terms. Among other things, the LifeTime Engine Guarantee directs Plaintiffs and Class Members to have the oil changed professionally in their vehicle every four months or 4,000 miles, whichever comes first, using only Castrol oil products. Plaintiffs allege that they and all Class Members paid more for oil changes than they should have paid because Castrol oil may be more expensive than comparable oil products and that they should be allowed to change the oil not only with Castrol oil products, but with similar oil products, without voiding the warranty.

MEI denies each and every one of Plaintiffs’ allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and both sides disagree on how much, if anything, the Class could have recovered after trial. No court has decided which side is right. But both sides agreed to provide benefits to purchasers of a vehicle from MEI who accepted the Lifetime Engine Guarantee to resolve the case in order to limit further expense, inconvenience, and uncertainty.

Am I a Class Member? You are a “Class Member” if you, between May 5, 2013 and January 8, 2017, purchased a vehicle from Car Sense Inc. (now MEI) and accepted the LifeTime Engine Guarantee offered by Car Sense Inc.

What relief does the Settlement provide? If you are a Class Member, you are eligible to receive a Settlement Payment of a one-time cash payment of \$30. To receive a Settlement Payment, you must timely complete and submit a valid Claim Form, which explains the eligibility and any documentation requirements. A valid Claim Form includes a copy or a photograph of a professional oil change receipt. A Claim Form is available on the Internet at the Settlement Website _____. The deadline to submit a Claim Form is _____.

The Settlement also provides that MEI stipulates and agrees that it will not include a tying provision in any future warranties, and that it will not void any Class Members' LifeTime Engine Guarantee for failing to use Castrol products during oil changes of their vehicles purchased from MEI.

What are my other options? If you don't want to be legally bound by the Settlement, you must exclude yourself by _____, or you won't be able to sue MEI about the legal claims in the Action ever again. If you exclude yourself, you cannot receive a Settlement Payment from this Settlement. If you stay in the Settlement, you may object to it by _____. The detailed notice available at _____ explains how to request exclusion or object. The Court will hold a hearing on _____ at _____ to consider whether to approve the Settlement, the request by the lawyers representing all Class Members (Michael McKay at Schneider Wallace Cottrell Konecky Wotkyns LLP) for up to \$280,000 in attorneys' fees and up to \$10,000 in litigation costs, and the request by Class Representatives (Alison N. Leary and Timothy M. Leary) for \$5,000.00 total for their services. You may ask to appear at the hearing, but you don't have to.

More information? For complete information about the Settlement, to view the Settlement Agreement, related Court documents and Claim Form, and to learn more about how to exercise your various options under the Settlement, visit _____. You may also write to the Claims Administrator at the email address _____ or the postal address _____ or contact the Claims Administrator by toll-free telephone call at _____.

Exhibit D

Leary Settlement Administrator
c/o KCC, LCC
Address 1
Address 2

NOTICE OF PROPOSED
CLASS ACTION SETTLEMENT
WITH CAR SENSE INC. (NOW MEI)
CONCERNING THE LIFETIME
ENGINE GUARANTEE

THE BACK OF THIS CARD CONTAINS
IMPORTANT INFORMATION INCLUDING
A WEBSITE, TELEPHONE NUMBER, AND
ADDRESS WHERE YOU CAN OBTAIN
MORE INFORMATION ABOUT
SUBMITTING A CLAIM FORM

THIS NOTICE MAY AFFECT
YOUR LEGAL RIGHTS.

PLEASE READ IT CAREFULLY.

LEGAL NOTICE

**If You Bought a Car from Car Sense with the LifeTime Engine Guarantee,
You May Be Entitled to Settlement Benefits from a Class Action**

A Settlement has been proposed in a class action lawsuit about Car Sense's LifeTime Engine Guarantee. Consumers who bought a used car from Car Sense may be entitled to a cash payment. The lawsuit, *Leary v. MEI*, Case No. 17-cv-02070 (E.D. Pa.), alleges that Defendant violated the Magnuson-Moss Warranty Act by including an unlawful tying provision. The Settlement is not an admission of wrongdoing, and the Court has not decided who is right or wrong.

To submit a claim, visit [website].

Am I a Class Member? Yes, if you bought a car from Car Sense Inc. (now MEI) between May 5, 2013 and January 8, 2017, and accepted the LifeTime Engine Guarantee offered by Car Sense.

What Does the Settlement Provide?

Each Class Member who submits a valid claim will receive a cash payment of \$30. Defendant will pay for all valid claims, plus the costs of notice and settlement administration, Court-approved awards of attorneys' fees (capped at \$280,000) and expenses (capped at \$10,000), and service awards of no more than \$5,000 Total for the named plaintiffs.

The motion for attorneys' fees, costs, and service awards will be posted on the website after it is filed.

What Are My Options?

By [date], you must either: (1) ask for a payment by mailing or submitting a claim form, which must include a copy or a photograph of a professional oil change receipt; (2) choose not to participate in the Settlement; (3) choose to exclude yourself from the Settlement Class through mail; or (4) object to the Settlement through mail. Unless you exclude yourself, you will be bound by the Court's decisions if the Settlement is approved.

Hearing on the Proposed Settlement

The court will hold a final hearing on the fairness, adequacy, and reasonableness of the Settlement and to approve the awards for attorneys' fees, costs, and services on [date] and [time] before the Honorable Berle M. Schiller in Courtroom 13-B (Room 13613) of the U.S. District Court for Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106. You may, but do not have to, attend the hearing.

For more information, including the full notice and claim form, visit [website] or call [toll-free number].

Exhibit E

CLAIM FORM

YOU MUST SUBMIT YOUR CLAIM FORM NO LATER THAN _____.

PERSONAL INFORMATION. Please legibly print or type the following information:

Name (first, middle, and last): _____

Residential Street Address: _____

City, State, and ZIP code: _____

Telephone Number: (_____) _____ Email Address (optional): _____

The above information will be used to send you your Settlement Payment and to communicate with you if any additional information is needed for or problems arise with your claim. The Claims Administrator will determine the sufficiency of documentation and may request additional documentation from you. Please retain in your possession all supporting records.

1. Class Member Declaration (check box)

I declare that between May 5, 2013 and January 8, 2017, I purchased a vehicle from Car Sense Inc. and accepted the Lifetime Engine Guarantee offered by Car Sense Inc.

2. Oil Change Declaration and Proof (check box)

To receive payment under the settlement (\$30), you must provide proof that you paid for a professional oil change for the vehicle that you purchased from Car Sense once between May 5, 2013 and January 8, 2017. Attach a copy or a photograph of a professional oil change receipt as proof.

I declare that between May 5, 2013 and January 8, 2017, I paid for a professional oil change for the vehicle that I purchased from Car Sense Inc. A copy or photograph of my receipt showing that professional oil change is attached to this form.

IF SUBMITTED ELECTRONICALLY (check box):

I agree that by submitting this Claim Form I certify under penalty of perjury of the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and that checking this box constitutes my electronic signature on the date of its submission.

IF SUBMITTED BY U.S. MAIL (check box and sign):

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Dated: _____

Signature: _____

Exhibit F

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

ALISON N. LEARY and TIMOTHY M. LEARY, Individually and On Behalf of All Others Similarly Situated,

Plaintiffs,

v.

MCGOWEN ENTERPRISES, INC.,

Defendant.

Civil Action

No. 2:17-CV-02070-BMS

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT

On _____ (month) _____ (day), 2018, this Court heard Plaintiffs Alison N. Leary and Timothy M. Leary’s (“Plaintiffs”) motion for final approval of the class action settlement. This Court reviewed: (a) the motion, and the supporting papers, including, the Settlement Agreement and Release (“Settlement Agreement”) and all attachments thereto;² (b) any objections filed with or presented to the Court; (c) the parties’ responses to any objections; (d) counsels’ arguments; and (e) all evidence and testimony presented at the Fairness Hearing. Based on this review and the findings below, the Court found good cause to grant the motion.

FINDINGS:

1. Upon review of the record, the Court hereby finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and therefore approves it. The Court has come to this determination pursuant to the factors outlined in cases such as *Perry v. FleetBoston Financial Corp.*, 229 F.R.D. 105 (E.D. Pa. 205). Among other matters considered, the Court took into

² Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

account: (a) the complexity of Plaintiffs' theory of liability; (b) the arguments raised by MEI in its pleadings that could potentially preclude or reduce the recovery by Class Members; (c) delays in any award to the Settlement Class that would occur due to further litigation and appellate proceedings; (d) the amount of discovery that has occurred; (e) the relief provided to the Settlement Class; (f) the recommendation of the Settlement Agreement by counsel for the Parties; and (g) the low number of objectors to the Settlement Agreement, demonstrating that the Settlement Class has a positive reaction to the proposed settlement.

2. The Court also finds that extensive arm's-length negotiations have taken place, in good faith, between Class Counsel and MEI's Counsel resulting in the Settlement Agreement.

3. The Settlement Agreement provides substantial and adequate value to the class in the form of Settlement Payments and injunctive relief.

4. MEI provided notice to Class Members in compliance with Section 3.3 of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (i) fully and accurately informed Class Members about the lawsuit and settlement; (ii) provided sufficient information so that Class Members were able to decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed settlement; (iii) provided procedures for Class Members to file written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv) provided the time, date, and place of the final fairness hearing.

5. The Parties adequately performed their obligations under the Settlement Agreement.

6. For the reasons stated in the Preliminary Approval of Class Settlement and Provisional Class Certification Order, and having found nothing in any submitted objections that would disturb these previous findings, this Court finds and determines that the proposed settlement Class, as defined below, meet all of the legal requirements for class certification for settlement purposes under Federal Rule of Civil Procedure 23 (a) and (b)(3).

7. An incentive award to Named Plaintiffs of \$_____ is fair and reasonable in light of: (a) Named Plaintiffs' risks (including financial, professional, and emotional) in commencing this action as the Settlement Class Representatives; (b) the time and effort spent by Named Plaintiffs in litigating this action as the Settlement Class Representatives; and (c) Named Plaintiffs' actions in seeking relief on behalf of others similarly situated.

IT IS ORDERED THAT:

1. **Class Members.** The Class Members are defined as:

All consumers in the United States who, between May 5, 2013 and January 8, 2017, purchased a vehicle from Car Sense Inc. (now MEI) and accepted the Lifetime Engine Guarantee offered by Car Sense Inc.

2. **Binding Effect of Order.** This order applies to all claims or causes of action settled under the Settlement Agreement, and binds all Class Members, including those who did not properly request exclusion under paragraph 6 of the Preliminary Approval of Class Settlement and Provisional Class Certification Order. This order does not bind persons who filed timely and valid Requests for Exclusion.

3. **Release and Injunction.** Upon the entry of Final Judgment, Plaintiffs and all Class Members who did not properly request exclusion, and each of their respective successors, assigns, heirs, and personal representatives, have released MEI—and its subsidiaries, affiliates, assignees, and indemnitees—as well as each of MEI and these entities' past or present officers, directors, shareholders, owners, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, and insurers from the Released Claims. The "**Released Claims**" are defined as all manner of action, causes of action, claims, demands, rights, suits, or liabilities, of any nature whatsoever, known or unknown, asserted or unasserted, in law or equity, fixed or contingent, which Class Members have or may have arising out of or relating to the allegedly illegal tying provision in the LifeTime Engine Guarantee referred to in the Action, Complaint, or Amended Complaint. In addition, upon the entry of Final Judgment, Plaintiffs and all Class Members, and each of their respective successors, assigns, heirs, and personal representatives, are barred and

permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, the Released Claims.

4. Class Relief. MEI, through the Claims Administrator, will issue a Settlement Payment to each Class Member who submitted a valid and timely Claim Form (*i.e.*, each Authorized Claimant) pursuant to the timeline stated in Section 3.10 of the Settlement Agreement.

5. Attorneys' Fees and Costs. Class Counsel is awarded \$_____ in fees and \$_____ in costs. Payment shall be made pursuant to the timeline stated in Section 2.3 of the Settlement Agreement.

6. Plaintiffs are awarded \$_____ as incentive awards. Payment shall be made pursuant to the timeline stated in Section 2.2 of the Settlement Agreement.

7. Court's Jurisdiction. Pursuant to the Parties' request, the Court will retain jurisdiction over this action and the parties until final performance of the Settlement Agreement.

DATED: _____

The Honorable Berle M. Schiller
U.S. District Court Judge

Exhibit G

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

ALISON N. LEARY and TIMOTHY M.
LEARY, Individually and On Behalf of All
Others Similarly Situated,

Plaintiffs,

v.

MCGOWEN ENTERPRISES, INC.,

Defendant.

Civil Action

No. 2:17-CV-02070-BMS

[PROPOSED] FINAL JUDGMENT

The Court hereby issues its Final Judgment disposing of all claims based upon the Settlement Agreement entered between plaintiffs Alison N. Leary and Timothy M. Leary (“Plaintiffs”) and defendant McGowen Enterprises, Inc. (“MEI”) and the Court’s Order Granting Final Approval of Class Settlement.

IT IS ORDERED AND ADJUDGED THAT:

1. In the Order Granting Final Approval of Class Settlement, the Court granted final certification for purposes of settlement of a Settlement Class defined as: All consumers who, between May 5, 2013 and January 8, 2017, purchased a vehicle from Car Sense Inc. (now MEI) and accepted the Lifetime Engine Guarantee offered by Car Sense, Inc.

2. All persons who satisfy the class definition above are “Class Members.” However, persons who timely filed valid requests for exclusion are not Class Members. The list of excluded persons is attached hereto as Exhibit 1.

3. In the Order Granting Final Approval of Class Settlement, the Court found that notice of the Settlement Agreement and Release (“Settlement Agreement”) was provided to Class

Members by email and postal mail in compliance with Section 3.3 of the Settlement Agreement, Federal Rule of Civil Procedure 23, and due process.

4. Named Plaintiffs are awarded \$_____ as an incentive award.

5. To each Class Member who submitted a timely and valid Claim Form, MEI (at its election, through the Claims Administrator) shall issue the Settlement Payment by check in the amount of \$30. The checks constituting Settlement Payments shall be negotiable for one hundred eighty (180) calendar days.

6. All Class Members who did not validly and timely request to be excluded from the Settlement, and each of their respective successors, assigns, heirs, and personal representatives, will be deemed to have released MEI—and its subsidiaries, affiliates, assignees, and indemnitees—as well as each of MEI and these entities’ past or present officers, directors, shareholders, owners, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, and insurers (the “Released Parties”), from the Released Claims. The “Released Claims” are defined as all manner of action, causes of action, claims, demands, rights, suits, or liabilities, of any nature whatsoever, known or unknown, asserted or unasserted, in law or equity, fixed or contingent, which they have or may have arising out of or relating to any of the allegedly illegal tying provision in the LifeTime Engine Guarantee referred to in the Action, Complaint, or Amended Complaint. 7. All Class Members are bound by this Final Judgment, by the Order Granting Final Approval of Class Settlement, and by the terms of the Settlement Agreement.

NOW, THEREFORE, the Court, finding that no reason exists for delay, hereby directs the Clerk to enter this Final Judgment, pursuant to Federal Rule of Civil Procedure 58, forthwith.

DATED: _____

The Honorable Berle M. Schiller
U.S. District Court Judge