

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

BRADLEY MEEHAN and CESAR E. CORVERA
SANTAMARIA, on behalf of themselves and those
similarly situated,

Plaintiffs,

v.

ROADMASTER DRIVERS SCHOOL OF
PENNSYLVANIA, INC.,

Defendant.

C.A. NO. 5:22-CV-04299

Honorable John M. Gallagher

**PLAINTIFF'S UNOPPOSED MOTION FOR AN ORDER
DIRECTING NOTICE TO THE SETTLEMENT CLASS**

NOW COMES Plaintiffs Bradley Meehan (“Meehan”) and Cesar E. Corvera Santamaria (“Corvera”) (collectively, “Plaintiffs”), by and through their undersigned counsel, and move this Honorable Court for an Order directing notice to the Settlement Class. In reliance upon the contemporaneously filed memorandum of law and its exhibits, Plaintiffs respectfully request that the Court grant the instant motion and enter the proposed Order included herewith.

Dated: May 10, 2024

Respectfully submitted,

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CORVERA SANTAMARIA, *on behalf of
themselves and the Settlement Class,*

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was filed using the Court's CM/ECF system that will send notice of said filing to all counsel of record in this matter.

Dated: May 10, 2024

/s/ James A. Francis
James A. Francis

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**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS'
MOTION FOR AN ORDER DIRECTING NOTICE TO CLASS MEMBERS**

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I. INTRODUCTION

Following eighteen months of diligent pursuit of this litigation, the parties have reached a class-wide settlement in this matter, which arises under the Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201-1, *et seq.* (hereafter, “UTPCPL”), breach of contract and unjust enrichment theories. Named Plaintiffs¹ Bradley Meehan and Cesar E. Corvera Santamaria now seek preliminary approval of the proposed Settlement and approval of the form of Class Notice to be directed to the Settlement Class of more than 276 students. Under the settlement, all Class Members are to receive compensation of approximately \$800, without the need to make a claim. On balance, the settlement is fair, reasonable, and adequate, and this Court should approve the Notice and Notice plan outlined herein, and schedule a final approval hearing.

Pursuant to FED. R. CIV. P. 23(c)(2)(B), the Court “must direct to class members the best notice that is practicable under the circumstances.” To fulfill the letter and spirit of Rule 23’s notice requirement, Plaintiffs now propose to send the forms of Notice submitted herewith as Exhibits B & C to the Class in multiple ways. The Notice will be sent by email to all Class Members for whom Defendant is able to locate an email address. Notice will additionally be sent by U.S. mail to all Class Members at the most up-to-date mailing address that the Settlement Administrator is able to locate via pre-mailing skip tracing. The Settlement Administrator will also establish a dedicated Class Website with key documents and information about how to contact counsel or request to be excluded from the Class.

Moreover, the settlement here satisfies FED. R. CIV. P. 23(e), as amended in 2018, which provides that grounds exist to give notice of a proposed class action settlement to class members

¹ Capitalized terms are defined in § 2 of the Settlement Agreement (“S.A.”), filed contemporaneously herewith as Exhibit 1 hereto. Citations to exhibits herein refer to attachments to the Settlement Agreement.

where the parties show that “the court will likely be able to (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” FED. R. CIV. P. 23(e)(1)(B). That is the case here. This Court should therefore grant this uncontested motion, as discussed in detail below.

II. NATURE AND HISTORY OF THE LITIGATION

This class action involves courses on commercial truck driving offered to the public by Defendant Roadmaster Drivers School of Pennsylvania, Inc. (“Roadmaster”), advertised to include final testing that would afford passing students a valid commercial drivers license or “CDL”, critical to employment as a commercial truck driver. Named Plaintiffs Meehan and Corvera assert that they and hundreds of other students of Roadmaster at its Bethlehem, Pennsylvania location did not receive what was promised – a valid testing process that, if successfully completed, would result in a valid CDL.

Both Named Plaintiffs enrolled in, paid for, and participated in the courses offered by Defendant, and passed their CDL tests administered by Defendant. However, the Pennsylvania Department of Transportation (“PennDOT”) later determined that some of the CDLs issued following Defendant’s testing were the result of improper testing procedures, putting their employment, both current and future, at immediate risk.

Class discovery revealed hundreds of additional students meeting the class definition, who also received notices that their CDLs were improperly issued.

III. NATURE OF THE SETTLEMENT

A. The Settlement Class

From October 26, 2016 through the current date, Defendant has identified approximately 276 individuals who paid or caused to be paid tuition and/or fees or other related educational

expenses in connection with CDL training and testing, who later had their CDLs declared to be improperly issued due to improperly conducted skills tests.

B. Settlement Benefits

The Settlement Agreement creates a Settlement Fund of four hundred thousand dollars (\$400,000.00) that will fund all payments in connection with the Settlement, including automatic *pro rata* payments to all Settlement Class Members, as well as Service Awards to the named Plaintiffs. S.A. at § 6.1.² If the Court approves the Settlement in full and every Class Member cashes his or her check or claims his or her settlement distribution electronically, Plaintiffs estimate that each Class Member will receive an automatic payment of approximately eight hundred dollars (\$800.00). If there are funds remaining, the Settlement Administrator will attempt a second distribution if checks of over \$25.00 can be provided. After this distribution, the Settlement Administrator will make a distribution of any residual funds to the proposed *cy pres* recipient, the National Consumer Law Center. S.A. at § 6.4.

C. Costs of Notice and Administration

The Settlement Agreement provides that the costs of sending notice to Class Members and otherwise administering the settlement, if approved by the Court, shall be paid from the Settlement Fund. *See* S.A. at § 6.1 & 6.1(a).

D. Service Award for Class Representative

The Settlement Agreement provides that Defendant will not oppose an application to this Court for two Service Awards of seven thousand five hundred dollars (\$7,500) for Named

² Counsel for Defendant have represented that their client has approved the content and substance of the Settlement Agreement attached hereto, but have been unable to provide an executed signature page for today's filing. Rather than delay this filing further, the parties have agreed to submit the confirmed final Settlement Agreement and exhibits containing Plaintiffs' signature pages, and will supplement this filing with the fully executed document once Defendant provides its signature page.

Plaintiffs Meehan and Corvera, to be paid from the Settlement Fund, in recognition of their service to the Class. S.A. at § 6.1(c). Plaintiffs will provide further authority supporting these requested awards in connection with the Motion for Final Approval of the Settlement.

E. Attorneys' Fees and Costs

The Settlement Agreement provides for an award of attorneys' fees and litigation costs in an amount of up to one-third (1/3) of the Settlement Fund, namely one hundred thirty-three thousand three hundred thirty-three dollars and thirty-three cents (\$133,333.33). S.A. at § 6.1(b). This is well within the range of what courts within the Third Circuit have approved for counsel fees in Rule 23(b)(3) settlement fund cases, and Plaintiffs will provide detailed argument and support for this award in their Fee Petition, to be filed and made publicly available ten (10) days prior to the deadline for Settlement Class Members to object or request exclusion.

F. Settlement Notice

The Settlement Agreement provides for Notice by email and U.S. Mail to Class Members that apprises them of the benefits available under the Settlement Agreement and their rights under FED. R. CIV. P. 23 to opt out of the Class if they so choose. Exs. B & C. The Notice plan set forth in the Settlement Agreement satisfies the requirements of due process. *See infra* § IV.C.

G. Release

The release here is narrowly tailored to the conduct at issue in this matter. Settlement Class Members will release claims only related to: (1) Defendant's alleged violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201-1, *et seq.*; (2) Defendant's alleged breach of contract, (3) the alleged unjust enrichment of Defendant; and (4) any and all other claims asserted or that could have been asserted arising from the facts alleged in the Litigation. S.A. at § 10. Settlement Class Members do not release any other claims they may have

against Defendant arising from any other factual predicate, including any other common law claims that they may have against Defendant.

IV. ARGUMENT

Federal Rule of Civil Procedure 23(e) governs a court's consideration of a proposed class action settlement and states that grounds exist to give notice of a proposed class action settlement where the parties show that "the court will likely be able to (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal." FED. R. CIV. P. 23(e)(1)(B).

Approval of a class action settlement is a two-step process. In the first step, the Court determines whether the proposed settlement should be preliminarily approved and determines the appropriate notice for dissemination to all class members. The second step is a settlement approval or final fairness hearing. See MANUAL FOR COMPLEX LITIGATION, § 21.63, available at <http://www.fjc.gov>. While a settlement class must satisfy each of the requirements of Rule 23(a) and Rule 23(b)(2) or (3), "the fact of settlement is relevant to a determination of whether the proposed Class meets the requirement imposed by the Rule." *In re Prudential Ins. Co. Am. Sales Practice Litig.*, 148 F.3d 283, 308-09 (3d Cir. 1998).

A. **The Court Will Likely Be Able to Approve the Settlement Agreement Because It Is Fair, Reasonable, and Adequate**

Rule 23(e)(2) explicitly sets forth four factors for determining whether a settlement is fair, reasonable, and adequate, and includes factors traditionally considered at preliminary approval in the Third Circuit, namely that:

the class representative and class counsel have adequately represented the class;

the proposal was negotiated at arm's length;

the relief provided for the class is adequate, taking into account (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of

distributing relief to the class, including the processing of class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; (iv) any agreement required to be identified under Rule 23(e)(3); and

the proposal treats class members equitably relative to each other.

FED. R. CIV. P. 23(e)(2). *See also In re Gen. Motors Corp.*, 55 F.3d 768, 785 (3d Cir. 1995) (court may approve a settlement if the proposed settlement appears fair and reasonable).

Consideration of these factors supports sending notice of the proposed Settlement to settlement Class Members.

1. Plaintiffs and Their Counsel Have Adequately Represented the Class

A representative plaintiff must be able to provide fair and adequate protection for the interests of the class. To meet the adequacy requirement, a finding must be made that (1) Plaintiff's interests do not "conflict with those of the class" and (2) the proposed class counsel are "capable of representing the class." *Newton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 259 F.3d 154, 185 (3d Cir. 2001). The Third Circuit has "recognized that the linchpin of the adequacy requirement is the alignment of interests and incentives between the representative plaintiffs and the rest of the class," *Dewey v. Volkswagen Aktiengesellschaft*, 681 F.3d 170, 183 (3d Cir. 2012), and "not proof of vigorous pursuit of the claim." *In re Community Bank of Northern Virginia*, 418 F.3d 277, 307 (3d Cir. 2005). This requirement serves "to ensure that the putative named plaintiff has the incentive to represent the claims of the class vigorously." *Dewey*, 681 F.3d at 184.

Named Plaintiffs Meehan and Corvera and their Counsel have adequately represented the class. The settlement Class is composed of similarly situated students, indicating that neither Meehan nor Corvera have any interests that are antagonistic to the interests of the settlement Class. They are also unaware of any actual or apparent conflicts of interest between them and the settlement Class Members. They sought the advice of experienced counsel, and engaged two firms

well versed in representing class claims, and specifically class cases involving claims against educational institutions.

2. The Settlement Agreement Is the Result of Engaged, Arms-Length Negotiations Overseen by an Experienced Mediator

Settlement negotiations that involve arm's length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *Sullivan v. DB Investments, Inc.*, 667 F.3d 273, 321 (3d Cir. 2011) (reciting factors leading to preliminary approval). Here, not only was the Settlement reached subsequent to merits-based discovery, it also followed resolution by the Court of Defendant's Motion to Dismiss. ECF 25-26. Furthermore, the Settlement was negotiated at arm's length by counsel with extensive experience in consumer protection class action litigation, including class claims against educational institutions, who have a full understanding of the pros and cons of proceeding with the action in lieu of settlement at this juncture. The litigation has thus proceeded to a stage at which counsel have demonstrated a thorough understanding of the complexity of the issues and the strengths and weaknesses of their respective claims, defenses, and strategies.

Furthermore, the parties engaged in private mediation before a well-respected mediator with substantial experience, Hon. John J. Hughes, Ret., who is associated with the well-respected mediation firm, JAMS. The parties' use of a well-regarded mediator supports the presumption of fairness that the settlement was reached absent collusion. *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004) ("We have previously directed a district court to apply an initial presumption of fairness when reviewing a proposed settlement where: '(1) the settlement negotiations occurred at arm's length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected.'") (citation omitted); *see also* FED. R. CIV. P. 23(e)(2) advisory committee's note to 2018

amendment (“[T]he involvement of a neutral or court-affiliated mediator or facilitator in those negotiations may bear on whether they were conducted in a manner that would protect and further the class interests.”).

Accordingly, the Settlement Agreement was negotiated in good faith and free of collusion.

3. The Settlement Provides Substantial Relief for Settlement Class Members

As noted above, at this stage the court must make an initial evaluation of the fairness, reasonableness, and adequacy of the settlement terms. The question of whether a proposed settlement is fair, reasonable, and adequate necessarily requires a judgment and evaluation by the attorneys for the parties based upon a comparison of “the terms of the compromise with the likely rewards of litigation.” *Weinberger v. Kendrick*, 698 F.2d 61, 73 (2d Cir. 1982); *Collier v. Montgomery County*, 192 F.R.D. 176, 184 (E.D. Pa. 2000) (citing factors established in *Girsh v. Jepson*, 521 F.2d 153 (3d Cir. 1975)).

The Settlement Agreement provides significant monetary relief of approximately \$800 per Settlement Class Member in exchange for a narrowly tailored release. S.A. at §§ 6.1(d) & 10; *see also supra* §§ III.B, III.G.

4. The Settlement Agreement Is a Preferable Alternative to the Risks Each Party Would Face in Continued Litigation

Named Plaintiffs and their counsel recognize the considerable expense and length of time required to continue to litigate this case, including the time and expense associated with litigating this case through likely motion practice on class certification and summary judgment, and a potential trial against Defendant and through possible appeals, which could consume several more years. *See In re Motorsports Merchandise Antitrust Litigation*, 112 F. Supp. 2d 1329, 1333-34 (N.D. Ga. 2000) (determining settlement was within reasonable range where outcome of case was

uncertain and could be tied up in the appellate process for years). Plaintiffs' counsel have also taken into account the time already invested in this case.

If not for the Settlement, Plaintiffs would be faced with the task of certifying the class on contest, over a robust challenge by Defendant. Even if they succeeded in certifying a class, Plaintiff would then face the challenge of proving liability on the merits of their claims, including the risks associated with a possible motion for summary judgment, and the even greater risks, uncertainty, delay, and expense of trial. Even if Named Plaintiffs succeeded in passing the liability hurdle, the parties would continue to battle over whether they and other Class Members sustained damages, and if so, the proper measure of those damages. The battles would be fought not only before and at trial, but also on appeal.

Upon considered reflection of these factors, the Named Plaintiffs and their counsel believe that the Settlement confers a substantial immediate benefit upon the Class without the risks set forth above. *In re Motorsports*, 112 F. Supp. 2d at 1334 (“The settlements are a positive alternative to the prospect of receiving no recovery and are in the best interest of the settlement class. The complexities of this case, together with the unpredictability of a lengthy trial and appellate process weigh heavily in favor of approving the settlements.”).

5. The Proposed Award of Attorney's Fees Is Fair and Reasonable

If the Court orders that notice be directed to the Settlement Class, Plaintiffs' counsel will request that the Court award them attorneys' fees and litigation expenses in the amount of one-third (1/3) of the gross Settlement Fund, or \$133,333.33. This amount was negotiated only after the substantive terms of the settlement were agreed upon. No later than fourteen (14) days prior to the deadline for Settlement Class Members to submit objections to the Agreement, Plaintiffs' counsel will file a separate motion for an award of attorneys' fees and costs, addressing in detail the facts and law supporting the fee request. This will allow any objectors to weigh in on any

perceived problems with the request. The Settlement Administrator will timely post the motion and its supporting exhibits on the Class Website. S.A. at § 3.3(D).

6. The Method of Providing Relief Will Be Effective

All Settlement Class Members who do not opt out and whose notices are not returned as undeliverable will receive an automatic cash payment without the need to submit a claim. To ensure that cash distributions reach all eligible settlement Class Members, each will have the opportunity to update their contact information, including mailing address, with the Settlement Administrator.

7. The Settlement Treats All Settlement Class Members Fairly

The proposed Settlement Agreement here treats all Class Members fairly. The advisory committee note to the 2018 amendments to Rule 23(e)(2) indicates that an analysis regarding the fair treatment of class members looks to “whether the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief.” The Settlement Agreement here follows this guidance, because it treats Class Members fairly with respect to one another, by providing an equal benefit to all Settlement Class Members who had the same experience: paying or causing to be paid tuition and/or fees in connection with CDL training and testing, and later having their CDL declared improperly issued.

B. This Court Will Likely Be Able to Certify the Settlement Class for the Limited Purpose of Settlement

In considering the proposed settlement, the first question for the Court is whether a settlement class may be conditionally certified for settlement purposes. *See Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620 (1997) (trial court may disregard management issues in certifying a settlement class, but the proposed class must still satisfy the other requirements of

Rule 23); *Sullivan v. DB Investments, Inc.*, 667 F.3d 273, 296 (3d Cir. 2011) (*en banc*) (“[B]efore approving a class settlement agreement, a district court first must determine that the requirements for class certification under Rule Fed. R. Civ. P. 23(a) and (b) are met.” (internal quotation marks omitted)); *In re Cmty. Bank of N. Va.*, 418 F.3d 277, 300 (3d Cir. 2005) (“[R]egardless of whether a district court certifies a class for trial or for settlement, it must first find that the class satisfies all the requirements of Rule 23.”).

The parties have reached agreement on behalf of the Settlement Class defined as:

Each student of Roadmaster Drivers School of Pennsylvania, Inc. who paid or caused to be paid tuition and/or fees or other related educational expenses in connection with CDL training and testing, who later had their CDL declared to be improperly issued due to improperly conducted skills testing, from October 26, 2016 to and through the date of the Settlement Agreement.

Agreement, § 1.37.

For the reasons set forth below, the Settlement Class meets the requirements for certification under Rule 23(a) and (b)(3).

1. The Settlement Class Is Numerous

In applying this rule, it has consistently been held that joinder is impracticable where the class is composed of hundreds of potential claimants; indeed, impracticability of joinder has often been found where the class is composed of less than 100 members. *See, e.g., Eisenberg v. Gagnon*, 766 F.2d 770, 785-86 (3d Cir. 1985) (90 class members meets numerosity requirement); *Weiss v. York Hospital*, 745 F.2d 786, 808 (3d Cir. 1984) (92 class members meets the numerosity requirement).

Here, the parties have determined through discovery that the Class consists of approximately 276 individuals. S.A., § 1.37. This is certainly sufficient to establish that joinder is impracticable.

2. Questions of Law and Fact Are Common to the Class

A putative class satisfies Rule 23(a)'s commonality requirement if "the named plaintiffs share at least one question of fact or law with the grievances of the prospective class." *Baby Neal v. Casey*, 43 F.3d 48, 56 (3d Cir. 1994). As this Circuit reiterated recently, "that bar is not a high one. We have acknowledged commonality to be present even when not all plaintiffs suffered an actual injury, *id.*, when plaintiffs did not bring identical claims, ..., and, most dramatically, when some plaintiffs' claims may not have been legally viable, In reaching those conclusions, we explained that the focus of the commonality inquiry is not on the strength of each plaintiff's claim, but instead is "on whether the defendant's conduct was common as to all of the class members." *Rodriguez v. National City Bank*, 726 F.3d 372, 382-83 (3d Cir. 2013) (citations omitted) (reviewing commonality standard in light of *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011), and concluding that while "*Dukes* is an intervening and pointedly clear explication of the law, it did not announce any change in the test for determining commonality." *Rodriguez*, 726 F.3d at 381, n. 2)).

The primary questions, which focus on the uniform conduct and procedures of the Defendant, are common to members of the Settlement Class. The main question is whether Defendant violated the UTPCPL, breached its contracts with Class Members, or enjoyed unjust enrichment from payments made by Class Members.

The theory of liability for the Settlement Class is precise because it arises from the same standard practices and presents the same basic questions that are common to all members of each class. Cases presenting standardized practices directed at consumers invariably present common predominating issues. *See Perry v. FleetBoston Financial Corp.*, 229 F.R.D. 105 (E.D. Pa. 2005) (finding Rule 23 requirements met in consumer class action and noting cases routinely certified where 'defendants have engaged in standardized conduct towards members of the proposed class

by mailing to them allegedly illegal form letters or documents.” (citations omitted). *See also Weiss v. Regal Collections*, 385 F.3d 337, 344-45 (3d Cir. 2004) (claims arising from standard collection communications particularly appropriate for FDCPA class action).

Defendant’s practices with respect to the members of the Settlement Class were uniform, because Defendant maintained one set of practices in conducting final testing that would lead Class Members to a CDL licensure. That set of practices was later determined to be invalid by PennDOT, resulting in Class Members’ CDLs being declared improperly issued, due to the same testing deficiencies identified. Commonality is thus satisfied. *In re Prudential Ins. Co. Am. Sales Practice Litig.*, 148 F.3d 283, 310 (3d Cir. 1998).

3. Plaintiff’s Claim is Typical of the Claims of the Class

This requirement is “designed to align the interests of the class and the class representatives so that the latter will work to benefit the entire class through the pursuit of their own goals.” *Prudential*, 148 F.3d at 311. The threshold for establishing typicality is low. Typicality does not require that the claims of the class members be identical. Rather, a plaintiff’s claims are typical when the nature of the plaintiff’s claims, judged from both a factual and a legal perspective, are such that in litigating his personal claims he can reasonably be expected to advance the interests of absent class members. *See, e.g., Gen. Tel. Co. of Sw v. Falcon*, 457 U.S. 147, 156-57 (1982).

Mr. Meehan and Mr. Corvera are members of the Settlement Class, have the same interest in resolution of the issues as all other members of the Class, and their claims are typical of all members of the Class. Plaintiffs were affected by the Defendant’s practice in the same manner as all members of the Class. “Each class member’s claim arises from the same or similar collection letter sent to each member containing the same purported misrepresentation Plaintiff’s legal theory and the burden of proof are the same as they would be for each member of the putative class.” *Blandina v. Midland Funding, LLC*, 303 F.R.D. 245, 252 (E.D. Pa. 2014).

4. Plaintiff Will Fairly and Adequately Protect the Interests of the Class

As discussed above, the adequacy of representation requirement is met here because Plaintiffs have retained qualified and experienced counsel and have no interest antagonistic to those of the Settlement Class. Rule 23(a)(4) is therefore satisfied.

5. Rule 23(b)(3) Predominance and Superiority Exist Here

A money-damages class must satisfy Rule 23(b)(3), namely that (1) “questions of law or fact common to the members of the class predominate over any questions affecting only individual members” and, (2) “a class action is superior to other available methods for the fair and efficient adjudication of the controversy.” Fed. R. Civ. P. 23(b)(3). The proposed Settlement Class meets these requirements.

a. Common Questions of Law and Fact Predominate over Individual Ones

Resolution of the common issues of fact and law in this case will not only promote the efficient adjudication of these matters, it will dispose of them entirely. Plaintiffs allege on behalf of the Class that Defendant failed to comply with the UTPCPL, and/or breached its contracts and/or was unjustly enriched in its dealings with the Class Members. To succeed on UTPCPL claims, Plaintiffs need only to show that:

- 1) [the plaintiff] purchased or leased goods or services primarily for a personal, family, or household purpose; 2) [the plaintiff] suffered an ascertainable loss of money or property; and 3) the loss occurred as a result of the use or employment by a person of a method, act, or practice declared unlawful by the UTPCPL.

Risk v. LM Gen. Ins. Co., No. CV 23-41, 2024 WL 1120396, at *5 (E.D. Pa. Mar. 14, 2024). Here, the Named Plaintiffs and other Class Members can equally prove all three elements, the last falling under 202-1(4)(xxi), “Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.”

Further, Defendant made a promise as part of marketing materials, breached that promise, and that the breach materially affected the financial position of class members. Under Pennsylvania Law, a breach of contract claim requires “(1) the existence of a contract, including its essential terms, (2) a breach of the contract, and (3) resultant damages.” *Figueroa v. Point Park Univ.*, 553 F. Supp. 3d 259, 266 (W.D. Pa. 2021) (quoting *Meyer, Darragh, Buckler, Bebenek & Eck, P.L.L.C. v. Law Firm of Malone Middleman, P.C.*, 635 Pa. 427, 137 A.3d 1247, 1258 (2016)).

Whether the theory is under the UTPCPL or breach of contract theories, the Named Plaintiffs and Class Members have common questions of law and fact, given the facts present in this case and Defendant’s actions regarding the completion of CDL testing of its students. There are no facts or application of law that are unique to various individuals in the class. *See also Amchem Prods. v. Windsor*, 521 U.S. 591, 625 (1997) (“[P]redominance is a test readily met in certain cases alleging consumer or securities fraud or violations of the antitrust laws.”). These are predominating legal questions common to all members of the Settlement Class.

b. A Class Action Is the Superior Method for Resolving the Class Members’ Claims

Under the second criterion of Rule 23(b), this Court must find that a “class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b). The superiority element requires courts “to balance, in terms of fairness and efficiency, the merits of a class action against those of ‘alternative available methods of adjudication.’” *Community Bank of Northern Virginia*, 418 F.3d at 309.

Separately litigating the common issues that bind the Settlement Class would be a practical impossibility, even assuming it were economically feasible to pursue these claims on their own. Where the alternative to a class action is likely to be no action at all for most of the class members, there is a strong presumption in favor of a finding of superiority. *Cavin v. Home Loan*

Ct., Inc., 236 F.R.D. 387, 396 (N.D. Ill. 2006). Even if just a small fraction of the members of the Settlement Class were to bring individual suits, the resolution of common issues in a single proceeding here would be infinitely more efficient than the separate adjudication of individual claims in separate lawsuits across the country.

C. The Proposed Notice Program Is Constitutionally Sound

Rule 23(e)(1) states that “[t]he court must direct notice in a reasonable manner to all class members who would be bound by” a proposed settlement, voluntary dismissal, or compromise. Class members are entitled to the “best notice that is practicable under the circumstances” of any proposed settlement before it is finally approved by the Court. FED. R. CIV. P. 23(c)(2)(B). The amendments to Rule 23(c)(2)(B) provide that “notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.” To comply with due process, notice must be “the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” *Amchem*, 521 U.S. at 617.

The notice must state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3). FED. R. CIV. P. 23(c)(2)(B).

The proposed Notice plan complies with these requirements. Plaintiffs’ counsel sought multiple bids from class action administrators from across the country and believe that the proposed Settlement Administrator, American Legal Claims Services, LLC, will efficiently execute the Notice plan and provide excellent service to Class Members. The Notice plan provides for individual notice to be sent to each settlement Class Member identified from Defendant’s

business records. Email notice is appropriate because members of the Class are likely to be working in commercial trucking and may not regularly be present at the location where they receive first class U.S. mail. Furthermore, Defendant regularly obtains email addresses in connection with Class members' enrollment in its offered courses. Under the Notice plan, the Settlement Administrator will send each Class Member notice at the email address the Class Member provided to Defendant in connection with his or her enrollment. S.A. at §§ 3.2 & 3.3(B).

The Settlement Administrator will also send individual notice via U.S. Mail to all Class Members after performing pre-mailing skip-tracing. S.A. at § 3.3(C). Plaintiffs' counsel believes that these measures will maximize the reach of the Notice to Class Members while reducing administration costs. If such mail Notice is returned undeliverable, the Settlement Administrator will perform skip-tracing and re-mail a Notice to the updated address.

The Settlement Administrator will also create a Class Website to host information about the settlement, important documents, procedural information about the approval process, and contact information for Plaintiffs' counsel. *See* S.A. at § 3.3(D).

The language of the proposed Notice is plain and easily understood, providing neutral and objective information about the nature of the settlement. Exs. B & C. It includes the definition of the Class, a statement of each settlement Class Member's rights (including the right to opt-out of the Class or object to the settlement and the time to do so), a statement of the consequences of remaining in the Class, an explanation of how members can exclude themselves from the Class or object to the settlement, and methods for obtaining more information, including directions to a dedicated Class Website. *Id.*

Plaintiff submits that the Notice plan outlined in the Settlement Agreements is the best practicable notice under the circumstances of this case and will be highly effective.

D. Scheduling a Final Approval Hearing Is Appropriate

After Notice of the terms of the proposed settlement is provided to class members and they have an opportunity to object or opt out, the final step in the settlement approval process is a Final Approval Hearing at which the Court may hear all evidence and argument necessary to make its final settlement evaluation. Proponents of the Settlement Agreement may explain the terms and conditions of the Settlement Agreement and offer argument in support of final approval. The Court will determine after the Final Approval Hearing whether the Settlement Agreement should be approved and whether to enter a final order and judgment under Rule 23(e).

Named Plaintiffs and Plaintiffs' counsel respectfully request that the Court set a date for a hearing on final approval at the Court's convenience, but no earlier than 120 days after an Order directing Notice to the settlement Class is entered. *See* Ex. A (proposed Order Preliminarily Approving Settlement and Directing Notice to Class).

V. CONCLUSION

WHEREFORE, Named Plaintiffs and Class Representatives Bradley Meehan and Cesar E. Corvera Santamaria respectfully request that this Honorable Court grant the instant Motion and enter the proposed Order included herewith (Ex. A).

Dated: May 10, 2024

Respectfully submitted,

/s/ James A. Francis

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Lauren KW Brennan

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**To Apply Pro Hac Vice*

Attorneys for Plaintiff and Class

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was filed using the Court's CM/ECF system that will send notice of said filing to all counsel of record in this matter.

Dated: May 10, 2024

/s/James A. Francis

APPENDIX I

CLASS SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is hereby entered into by and between (1) Bradley Meehan and Cesar E. Corvera Santamaria (“Class Representatives”), individually and on behalf of the Settlement Class Members defined below, and (2) Roadmaster Drivers School of Pennsylvania, Inc. (“Defendant” or “Roadmaster”) (collectively, the “Parties”).¹

By this Agreement, the Parties intend, with judicial approval, to fully, finally and forever resolve the Litigation, originally styled *Bradley Meehan v. Roadmaster Drivers School of Pennsylvania, Inc., et al.*, No. 2:22-c-04299-JMG in the United States District Court for the Eastern District of Pennsylvania, in its entirety and with prejudice, and discharge and settle all released rights and claims to the full extent set forth below.

RECITALS

WHEREAS, by the Litigation, the Class Representatives asserted claims, including the Class Claims, against Defendant for alleged violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201-1, *et seq.* (“CPL”), breach of contract, and unjust enrichment;

WHEREAS, the purpose of this Agreement is to settle and fully resolve the Class Claims of the Class Representatives and Settlement Class Members;

WHEREAS, Defendant denies any liability under the CPL, breach of contract or unjust enrichment and denies that class certification is appropriate in this Litigation. Defendant further denies that it engaged in any violation of the CPL, breach of contract, unjust enrichment or any other law. As part of the Agreement, Defendant specifically denies that it engaged in any wrongdoing, denies the allegations in the operative Complaint, denies that Defendant is liable for damages, penalties, interest, attorneys’ fees or costs, or any other remedy, and denies that any claim asserted by the Class Representatives is suitable for class treatment other than for settlement purposes. This Agreement is not and shall not in any way be deemed to constitute an admission or evidence of any wrongdoing or liability on the part of Defendant, nor of any violation of any federal, state, or municipal statute, regulation, or principle of common law or equity. Defendant has agreed to settle the Litigation solely to avoid the burden, expense, and possible uncertainty of the Litigation;

WHEREAS, counsel for the Parties have conducted an extensive investigation of the facts and claims alleged in this Litigation, including, but not limited to, reviewing documents and data, serving and responding to written discovery requests;

WHEREAS, counsel for the Parties have vigorously investigated Class Representatives’ claims, including diligent searches for putative class members in response to Plaintiffs’ discovery requests;

WHEREAS, the Parties have engaged in extensive arm’s-length negotiations, both through conferences directly between the Parties’ counsel and with the assistance of a mediator. The Parties

¹ Capitalized terms shall have the meaning and definitions set forth in Section 1 of this Agreement.

reached a settlement after jointly retaining the services of an experienced mediator, Judge John J. Hughes (Ret.), and engaging in an adversarial day-long mediation session, with further engagement in additional arms-length negotiations in the days and weeks before and after the mediation;

WHEREAS, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery for the Class Representatives and the Settlement Class, or might result in a recovery that is less favorable to the Class Representatives and the Settlements Class, the Class Representatives and Class Counsel are satisfied that the terms and conditions of the Settlement are fair, reasonable and adequate and that this Agreement is in the best interests of the Class Representatives and the Settlement Class; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to a full and complete settlement of the Litigation on the following terms and conditions:

1. DEFINITIONS

The following definitions apply to this Agreement. Each defined term set forth above and herein appears throughout in initial capital letters and shall have the following meanings:

1.1. **“Administrative Costs”** or **“Notice and Administrative Costs”** means all amounts owed to the Settlement Administrator for administering this Agreement. All Administrative Costs shall be paid from the Settlement Fund.

1.2. **“Agreement”** means this Class Settlement Agreement and Release, its Recitals, and its Exhibits.

1.3. **“CAFA Notice”** means notice of this proposed settlement to the appropriate federal and state officials, as required by the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §§ 1715(a)-(d). The CAFA Notice shall be prepared and served by the Settlement Administrator.

1.4. **“CDL”** means commercial drivers license.

1.5. **“Class Claims”** means the claims asserted in the operative Complaint in the Litigation.

1.6. **“Class Counsel”** means James A. Francis and Lauren KW Brennan, of Francis Mailman Soumilas, P.C. and Michael A. Tompkins of Leeds Brown Law, P.C.

1.7. **“Class Counsel Fees and Costs”** means attorneys’ fees and costs that the Court awards in connection with resolving the Litigation in accordance with this Agreement and the Fee Petition.

1.8. **“Class Members”** mean those individuals who, for purposes of this Agreement, will be certified as members of the Settlement Class and who do not file a timely and valid Request

for Exclusion.

1.9. “**Class Member Payment**” means the amount the Settlement Administrator distributes from the Net Settlement Amount to each Settlement Class Member.

1.10. “**Class Representatives**” or “**Plaintiffs**” mean Bradley Meehan and Cesar E. Corvera Santamaria.

1.11. “**Court**” means the United States District Court for the Eastern District of Pennsylvania, where the Litigation is currently pending.

1.12. “**CPL**” means the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201-1, *et seq.*

1.13. “**Defendant**” means Roadmaster Drivers School of Pennsylvania, Inc.

1.14. “**Defendant’s Counsel**” means Josh J.T. Byrne and Vlada Tasich of Marshall Dennehey, P.C.

1.15. “**Effective Date**” means the last of the following dates: (i) the expiration of seven (7) days after the time to file a motion to alter or amend the Final Approval Order under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) in the event of any Objection, the expiration of seven (7) days after the time in which to appeal the Final Approval Order has passed without any appeal having been filed; and (iii) if such motion to alter or amend is filed, or in the event of any Objection if an appeal is taken, seven (7) days after a final determination of any such motion or appeal that permits the consummation of the Settlement in accordance with the terms and conditions of this Agreement, and without further opportunity for either an appeal or Rule 59(e) motion.

1.16. “**Fee Petition**” means the petition for an award of fees and costs submitted by Class Counsel as provided for in Section 8 below.

1.17. “**Final Approval**” means the approval of the Agreement by the Court in its entirety at or after the Final Approval Hearing, and entry on the Court’s docket of the Final Approval Order.

1.18. “**Final Approval Hearing**” means the hearing at which the Court will consider arguments relating to deciding whether to approve this Settlement, and make such other rulings as are contemplated by this Agreement.

1.19. “**Final Approval Motion**” means the motion that Plaintiffs shall file seeking Final Approval.

1.20. “**Final Approval Order**” means the final order and judgment entered by the Court giving Final Approval to the Settlement and dismissing with prejudice the claims of the Settlement Class and entering a judgment according to the terms set forth in this Agreement. A proposed Final Approval Order is attached hereto as Exhibit D.

1.21. “**Final Judgment**” shall have the same meaning as Final Approval Order.

1.22. “**Litigation**” means the lawsuit filed by the Class Representatives in the United States District Court for the Eastern District of Pennsylvania, under the amended caption *Meehan, et al. v. Roadmaster Drivers School, Inc.*, No. 5:22-cv-04299-JMG.

1.23. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file proposing to certify the Settlement Class for settlement purposes and to approve the Settlement Notice Plan and Settlement Notices pursuant to FED. R. CIV. P. 23(e).

1.24. “**Net Settlement Amount**” means the portion of the Gross Settlement Amount that remains after deduction for any individual settlement, Service Awards, Administrative Costs, and Class Counsel Fees.

1.25. “**Notice of Objection**” or “**Objection**” means a written objection made by a Class Member to this Settlement and submitted in accordance with the procedures identified in Section 5 below.

1.26. “**Objection Deadline**” means the date sixty (60) days after the date of the Settlement Notice by which all objections must be submitted.

1.27. “**Objector**” means a Class Member who has submitted a Notice of Objection.

1.28. “**Order Directing Notice to the Class**” means an order by the Court approving the Settlement Notice Plan, the Settlement Notices, and the proposed settlement pursuant to FED. R. CIV. P. 23(e).

1.29. “**Opt Out Deadline**” means the date sixty (60) days after the date of the Settlement Notice by which all Requests for Exclusion must be submitted electronically or postmarked and sent to the Settlement Administrator.

1.30. “**Parties**” means the Class Representatives and Defendants.

1.31. “**Released Claims**” means all claims that, under Section 10 of this Agreement, will be extinguished as to all Class Members who do not submit a timely Request for Exclusion.

1.32. “**Released Parties**” means Defendant and each and all of its current or former subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, members, attorneys, personal representatives, trustees, principals, executors, and shareholders.

1.33. “**Request for Exclusion**” means, as described in Section 4 below, a written or electronic opt-out request submitted to the Settlement Administrator, including the Class Member’s full name and current mailing address and an express statement that the Class Member wishes to be excluded from the terms of the Agreement.

1.34. “**Settlement**” means the agreement between the Class Representative, on behalf of himself and Class Members, and Defendant, to fully, finally and forever settle the Litigation and

Class Claims and Class Representative's individual claims in their entirety and with prejudice and release the claims described herein as memorialized in this Agreement and the accompanying documents attached hereto.

1.35. **"Service Award"** means the payment made from the Settlement Fund to the Class Representatives for their service in the Litigation, as approved and directed by the Court.

1.36. **"Settlement Administrator"** means the entity selected in accordance with Section 7 of this Agreement.

1.37. **"Settlement Class" or "Settlement Class Members"** means:

Each student of Roadmaster Drivers School of Pennsylvania, Inc. who paid or caused to be paid tuition and/or fees or other related educational expenses in connection with CDL training and testing, who later had their CDL declared to be improperly issued due to improperly conducted skills testing, from October 26, 2016 to and through the date of the Settlement Agreement.

Upon a review of Defendant's records, the Parties agree there are at least 276 individuals in the Settlement Class, including Plaintiffs Bradley Meehan and Cesar E. Corvera Santamaria.

1.38. **"Settlement Fund" or "Gross Settlement Amount"** means the Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) to be paid by Defendant in connection with the Agreement and after the Final Approval Order. This sum includes all Class Member Payments, the Service Awards to Plaintiffs, all Administrative Costs, Settlement Notice Costs, and Class Counsel Fees. In no event shall Defendant be required to pay any amount greater than that set forth in this Section 1.38.

1.39. **"Settlement Notice"** means the notices of the terms of the Agreement to be sent to the Settlement Class by the Settlement Administrator, substantially in the form of Exhibits B (via email) and C (by first class mail) hereto. The Settlement Administrator will post the Settlement Notice (Exhibit C) on a settlement website.

1.40. **"Settlement Notice Plan"** means the plan for sending the Settlement Notice as provided for in Section 3 below.

2. SCHEDULING OF HEARINGS AND MOTIONS

2.1. On or before May 10, 2024, or another date agreed to by the Parties and directed by the Court, Class Counsel shall file the Motion for Preliminary Approval of a Class Action Settlement with the Court, which shall propose to certify the Settlement Class for settlement purposes and to approve the Settlement Notice Plan and the Settlement Notice pursuant to FED. R. CIV. P. 23(e). Class Counsel shall file with the Motion a proposed order substantially in the form of Exhibit A hereto.

2.2. The date of any Final Approval Hearing shall be scheduled for a date no earlier than one hundred (100) days after the Court issues the Order on the Motion for Preliminary Approval, directing Notice to the Class.

2.3. The Settlement Administrator shall mail, via First Class United States Mail, postage prepaid, the CAFA Notice within ten (10) days after this Agreement is filed with the Court.

2.4. Class Counsel shall file the Final Approval Motion no later than fourteen (14) days prior to the Final Approval Hearing, or within another time set by the Court.

2.5. Class Counsel shall file the Fee Petition no later than ten (10) days prior to the Objection Deadline and Opt Out Deadline, or within any other time set by the Court. The hearing on the Fee Petition shall occur during the Final Approval Hearing.

3. SETTLEMENT NOTICE PLAN

3.1 As part of the Administrative Costs, the Settlement Administrator shall send the CAFA Notice in accordance with 28 U.S.C. § 1715(a) not later than ten (10) days after this Settlement Agreement is filed with the Court.

3.2 Within seven (7) days of the Order on the Motion for Preliminary Approval, Defendant will securely deliver to the Settlement Administrator the Class List ordered by the Court, and provide social security numbers of each Class Member where available and shall also securely provide to the Settlement Administrator each class member's most recent email address and mailing address information.

3.3 The Parties agree that they will provide the notices described in this Section to the Court for approval. The notices are designed to provide the Settlement Class Members with information about the class action settlement.

- (a) Notice will be delivered to Settlement Class Members via both email and First Class Mail.
- (b) Email notice will be sent to each Class Member at the email address provided by Defendant on the Class List, substantially in the form of Exhibit B hereto. Email notice will be sent within twenty-one (21) days of the Order on the Motion for Preliminary Approval.
- (c) Mailed notice will be sent to each Class Member at the address included on the Class List, subject to updating by the Settlement Administrator through the USPS National Change of Address database. The Settlement Administrator shall furthermore utilize an address verification resource to identify missing addresses. The Settlement Administrator shall mail notices within twenty-one (21) days of the Order on the Motion for Preliminary Approval, substantially in the form of Exhibit C hereto.
- (d) The Settlement Administrator will establish a website containing detailed information about the Settlement Agreement, including the Notice in the form of Exhibit C, frequently asked questions and answers, pleadings, relevant litigation documents, and contact information for Class Counsel. The Settlement Administrator will terminate the website sixty (60) days after the later of either

- (a) six months after the Effective Date; or (b) the date on which the Settlement Agreement is terminated.
- (e) The Settlement Administrator shall make periodic reports to the Parties' counsel regarding the status of the Settlement Notice distribution and number of undeliverable Notices. Not more than seven (7) days after the expiration of the Opt Out Deadline and Objection Deadline, the Settlement Administrator shall provide to the Parties' Counsel, and cause to be filed with the Court, a declaration containing the following: (1) proof of the transmittal of the Settlement Notice; (2) the number of email and hard copy notices returned as undeliverable; (3) the number of visits to the settlement website; (4) the number of Exclusion Requests received; and (5) the number of Objections submitted.

4. REQUESTS FOR EXCLUSION (OPT OUTS)

4.1 The Settlement Class will have the opportunity to opt out by timely submitting a Request for Exclusion. The Settlement Notices to the Settlement Class Members and available on the settlement website shall contain information about how the Settlement Class Members may submit Requests for Exclusion and the potential implications of doing so.

4.2 Settlement Class Members may opt out of the Settlement Class by either (a) mailing a valid Request for Exclusion to the Settlement Administrator; or (b) submitting a valid Request for Exclusion via electronic mail to the Settlement Administrator. Requests for Exclusion that are mailed must be directed to "Opt Out Requests – *Meehan v. Roadmaster Drivers School, Inc.* Settlement Administrator" and must be postmarked no later than sixty (60) days after the date of the order granting Preliminary Approval. Requests for Exclusion submitted via electronic mail must be sent by the same date. All Requests for Exclusion must contain the Settlement Class Member's full name, current mailing address, and a specific statement that the Settlement Class Member wants to be excluded from the settlement. Requests for Exclusion may only be submitted on an individual basis, and to the extent any request purports to seek exclusion *en masse* or on behalf of anyone other than the submitting individual it shall be deemed invalid except as to the submitting individual. Requests for Exclusion that do not comply with the provisions of this paragraph shall be invalid.

4.3 Any Class Member who opts out of this Agreement may not submit an Objection, shall not receive a Class Member Payment, and shall not be bound by the releases in this Agreement. If a Class Member submits both a Request for Exclusion and an Objection, then the Request for Exclusion will be valid and will invalidate the Objection. Each Class Member who does not submit a timely, valid Request for Exclusion shall be bound by the Release(s) described in Section 10 below.

4.4 No later than seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel a complete list of all Settlement Class Members who have properly opted out of the Settlement Class by submitting valid Requests for Exclusion, together with copies of the opt out requests. The Settlement Administrator shall also include the total numbers of Class Members who have properly opted out in the reports described in Section 3.3(c) of this Agreement.

5. OBJECTIONS AND REQUESTS TO APPEAR AT FINAL APPROVAL HEARING

5.1 Any Class Member who wishes to object to the Settlement or Fee Petition at the Final Approval Hearing, and/or who wishes for any objection to be considered, must file a Notice of Objection by the Objection Deadline. Class Members who fail to submit an Objection in the manner specified in the Settlement Notice and this Agreement shall be deemed to have waived any objection and shall be foreclosed from objecting to this Agreement, whether by appeal or otherwise.

5.1.1 The Notice of Objection shall be sent by United States Mail to: (a) Class Counsel; (b) Defendant's Counsel; and (c) the Clerk of the Court.

5.1.2 The Notice of Objection shall be personally signed by the Objector and state: the caption of the Litigation; the full name, address and telephone number of the Objector; a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such Objector wishes to be considered in support of the objection; the identity of all counsel who represent the Objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Fee Petition; any and all agreements that relate to the Objection or the process of objecting — whether written or oral — between the Objector or the Objector's counsel and any other person or entity; the identity of all counsel representing the Objector who will appear at the Final Approval Hearing; and, all relief sought.

5.1.3 Any Objector wishing to be heard at the Final Approval Hearing must also file a notice of intent to appear with the Court Clerk's office no later than fourteen (14) days before the Final Approval Hearing and must provide both Class Counsel and Defendant's Counsel with copies of the notice of intent to appear.

5.2 The agreed-upon procedures and requirements for filing a valid Objection in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Objections to the Settlement or Fee Petition, in accordance with such Objector's due process rights.

5.2.1 The Preliminary Approval Order and Notice to the Class shall further provide that persons who fail to properly or timely file their objections, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

5.3 Unless otherwise allowed by law, only Settlement Class Members who submit a valid Notice of Objection to the Settlement by the Objection Deadline may appeal any Final Judgment or ruling on the Fee Petition.

6. SETTLEMENT FUND

6.1 The Gross Settlement Amount is Four Hundred Thousand Dollars and Zero Cents (\$400,000.00). Defendant agrees to make a payment in the amount of \$20,000 into a trust account

for use by the settlement administrator within fourteen (14) days of the Court's entry of an order granting preliminary approval of this settlement. The remaining amount (\$380,000.00) shall be deposited into a Qualified Settlement Fund for payments to be made to Class Members ("Class Member Settlement Fund") within fourteen (14) days of the Effective Date. The Class Member Settlement Fund will be used for the following:

(a) Notice and Administration Costs. To the extent notice and administration costs exceed \$20,000, such amounts will be paid from the Class Member Settlement Fund before any remaining amount is distributed to any *cy pres* recipient;

(b) Class Counsel may seek attorneys' fees and costs in an amount not to exceed one-third of the Gross Settlement Amount, or One Hundred Thirty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33); and

(c) Class Counsel may also seek service awards for the Class Representatives of Seven Thousand Five Hundred Dollars (\$7,500.00) each; and

(d) After the deductions of the amounts listed in sub-paragraphs 6.1 (a), (b) & (c) above, any remaining funds will be distributed equally to all Settlement Class Members whose Notice is not returned as undeliverable, and who does not opt out.

6.2 In no event shall Defendant, absent further agreement, be obligated to pay more than the Gross Settlement Amount.

6.3 No portion of the Settlement Fund shall revert to Defendant.

6.4 If sufficient funds remain in the Settlement Fund to deliver a second payment of at least \$25 to each Class Member who cashed their initial check, then a second payment shall be initiated as described in Section 9.3, below.

6.5 Any amounts remaining in the Settlement Fund after all other payments specified in this Agreement are made shall be distributed as a *cy pres* award by the Settlement Administrator to the National Consumer Law Center. The Settlement Administrator is responsible for securing from the *cy pres* recipient wiring instructions, as well as all other information necessary to make the *cy pres* distributions. The *cy pres* distribution shall occur sixty (60) days after the void date of the latest dated check distributed to a Class Member.

7. RESPONSIBILITIES OF THE SETTLEMENT ADMINISTRATOR

7.1 Class Counsel represents and warrants that they have contracted, or will contract, with the Settlement Administrator to perform all of the tasks specified and assigned to it in this Agreement, within the time limits specified in this Agreement.

7.2 The Settlement Administrator shall ensure that the information that it receives from the Parties and Class Members is secured and managed in such a way as to protect the security and confidentiality of the information. The Settlement Administrator shall, in conjunction with its periodic reporting under Section 3.3(c) above, disclose information that it receives from Class

Members. Defendant's counsel agrees to not unreasonably withhold its consent in response to Class Counsel's representation that they need to confirm the Class Member status of a specific individual who may contact Class Counsel with questions regarding this Agreement. Under such circumstances, Class Counsel will provide Defendant's counsel with the name and any other identifying information of such individual so that Defendant's counsel and/or the Settlement Administrator may confirm whether the individual is a Class Member.

7.3 The Settlement Administrator shall be responsible for executing the Notice Plan as set forth in Section 3 above.

7.4 In the event that there are Settlement Class Members whose mailed notices are returned as undeliverable, but whose emailed notices are delivered, the Settlement Administrator shall reach out to those Class Members to solicit a valid mailing address for the sending of a Class Member Payment. If the Settlement Administrator does not receive a valid mailing address by the mailing date for Class Member Payments as set forth in Section 9 below, the notice will be deemed to not have been delivered and no payment will be issued consistent with Section 9 below.

7.5 The Settlement Administrator shall calculate, prepare and deliver to Class Members the Class Member Payments in accordance with Section 9 below.

8. ADMINISTRATION OF CLASS COUNSEL FEES AND SERVICE AWARD

8.1 Within the time specified by Section 2.5 above, Class Counsel shall petition the Court for an award of attorneys' fees and costs in a total amount not to exceed one-third of the Gross Settlement Amount, or One Hundred Thirty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33). Apart from its obligation to fund the Settlement Fund as described in Section 6 above, Defendant shall have no responsibility for, or any liability with respect to, the payment of attorneys' fees and expenses to Class Counsel, and the sole source of any award of attorneys' fees or costs shall be the Settlement Fund, pursuant to the terms of this Agreement.

8.2 The Settlement Administrator shall issue the Class Counsel Fees within five days after second payment funding the full Gross Settlement Amount by Defendant. Class Counsel shall instruct the Settlement Administrator as to how the Class Counsel Fee may be paid. The Settlement Administrator shall issue an appropriate Internal Revenue Service Form 1099 to Class Counsel.

8.3 The Class Representatives may, subject to Court approval, receive from the Settlement Fund a Service Award of an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) each in consideration of their services to the Class in this matter. Any request for a Service Award shall be made as part of the Final Approval Motion. The Settlement Administrator shall pay any Service Awards approved by the Court within five days after the deposit of the Gross Settlement Amount by Defendant, and shall issue an IRS Form 1099 to the Class Representatives. The Class Representatives shall be solely responsible for paying all applicable taxes on any Service Awards.

9. PAYMENTS TO SETTLEMENT CLASS MEMBERS

9.1 Each Settlement Class Member whose notice is not returned as undeliverable is

entitled to receive a Class Member Payment, and will receive a *pro rata* share of the Net Settlement Fund, which the Parties anticipate shall be at least Eight Hundred Dollars (\$800.00).

9.2 Within five days after the deposit of the Gross Settlement Amount by Defendant, the Settlement Administrator shall issue Class Member Payments via check to be delivered via First Class United States Mail, postage prepaid. The checks must clearly state that they shall be void if not presented for payment within ninety (90) days from the date of mailing. To the extent that checks are not presented for payment by a Settlement Class Member within ninety (90) days of mailing, such checks remaining uncashed on that date shall become null and void, and any such Settlement Class Member shall have no further recourse.

9.3 If an amount remains in the Settlement Fund after one hundred twenty (120) days after the date of mailing of the settlement checks that would be administratively feasible to generate a second payment of at least \$25 to Class Members who cashed their checks, then a second set of equal payments of remaining amounts in the Gross Settlement Fund shall be made to those claimants.

9.4 Settlement Class Members shall be solely responsible for complying with any and all tax liabilities and obligations which are or may become due or payable in connection with this Agreement and the Settlement.

10. RELEASE OF CLAIMS

10.1 For the monetary and non-monetary consideration described above, the receipt and sufficiency of which are hereby acknowledged, Settlement Class Members agree to fully and forever release, waive, acquit and discharge Defendant and any other Released Parties from the following claims: (1) alleged violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201-1, *et seq.*; (2) breach of contract, (3) unjust enrichment; and (4) any and all other claims asserted or that could have been asserted arising from the facts alleged in the Litigation, up to the date of this Settlement Agreement.

10.2 The Class Representatives expressly release any and all claims, known or unknown, they have or may have against Defendant (and other Released Parties), including but not limited to their claims alleged in this Litigation, up to the date of this Settlement Agreement.

11. MODIFICATION BY COURT

11.1 This Agreement, and the Settlement, shall be null and void if the Court requires changes to the Agreement that substantively alter the Parties' rights or duties before approving the Settlement. Provided, however, that the Parties, in their sole discretion, can consent to modify this Agreement, in accordance with Section 13.11 below, to be consistent with any modifications requested or required by the Court.

12. TERMINATION

12.1 Each Party may terminate this Agreement and declare it null and void *ab initio*, if one or more of the conditions for reaching the Effective Date definitively and finally fails, including if any of the following conditions occurs:

12.1.1 The Court requires a notice process or settlement terms materially different from the notice process and/or terms set forth in this Agreement or as otherwise agreed upon mutually by the Parties in writing; or

12.1.2 The Court fails to issue a Preliminary Approval Order in accordance with the terms of this Agreement; or

12.1.3 The Court fails to enter a Final Approval Order dismissing the Litigation and integrating all the terms of this Agreement; or

12.1.4 The Final Approval Order is appealed and such Final Approval Order is finally reversed or materially modified on appeal.

12.2 If the Settlement does not become final and effective for any reason, including if any of the conditions described above occurs and any of the Parties properly elects to terminate the Settlement and the Agreement as a consequence, then:

12.2.1 None of the terms of the Agreement will be effective or enforceable and the Settlement and the Agreement (including without limitation the class certification provisions thereof) will have no further force and effect;

12.2.2 The Parties and their counsel shall not offer any of this Agreement in evidence or otherwise use any of them in the Litigation or any other proceeding for any purpose;

12.2.3 Any Court orders, filings, or other entries on the Court's file that result from this Settlement shall be automatically set aside, withdrawn, and stricken from the record;

12.2.4 This Agreement will be without prejudice to any Party, and is not to be construed as an admission;

12.2.5 All Parties will automatically revert to their litigation positions as of March 18, 2024, and stand in the same procedural position as if the Agreement had not been negotiated, made, or filed with the Court.

13. MISCELLANEOUS PROVISIONS

13.1 The Parties shall cooperate in good faith and shall use their best efforts to obtain the Court's approval of this Agreement and all of its terms.

13.2 This Agreement shall not be offered or be admissible in evidence in any action or proceeding except: (1) the hearings necessary to obtain and implement Court approval of this Settlement; and (2) any hearing to enforce the terms of this Agreement or any related order in the Litigation.

13.3 This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and

understandings between the Parties (including the Parties' settlement term sheet) shall be deemed merged into this Agreement.

13.4 This Agreement shall apply to and be binding upon and shall inure to the benefit of the Parties hereto, the Released Parties, and Class Counsel, as well as their respective successors, heirs and assigns. The Parties acknowledge it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement.

13.5 The Parties have negotiated all the terms and conditions of this Agreement at arm's length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

13.6 The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

13.7 The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

13.8 No person shall have any claim against the Released Parties, Defendant, Defendant's Counsel, the Class Representative, or Class Counsel based on distribution of benefits made substantially in accordance with this Agreement or any Settlement-related order(s) of the Court.

13.9 This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the Commonwealth of Pennsylvania without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

13.10 The Court shall retain jurisdiction over the interpretation and implementation of this Agreement.

13.11 No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement and the Settlement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party or Parties of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

13.12 Any notice or other formal communication required or permitted to be delivered under this Agreement shall be in writing and sent by First Class United States mail to counsel for the Party to whom the notice is directed at the following addresses:

If to Defendant: Marshall Dennehey, P.C.
 Attention: Josh J.T. Byrne, Esq.
 2000 Market Street, Suite 2300
 Philadelphia, PA 19103

If to Plaintiff: Francis Mailman Soumilas, P.C.
 Attn: Lauren KW Brennan, Esq.
 1600 Market Street, Suite 2510
 Philadelphia, PA 19103

13.13 Class Counsel, on behalf of the Settlement Class, are expressly authorized by the Class Representatives and the Settlement Class Members to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to the Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Settlement Class that they deem necessary or appropriate. Each attorney or other person executing the Agreement on behalf of any Party hereto hereby warrants that such attorney or other person has the full authority to do so.

13.14 The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.

13.15 Any signature made and transmitted by facsimile, email, PDF or other electronic methods for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by such electronic means.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Agreement to be executed as of the date written below.

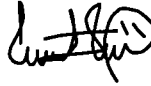
Dated: _____, 2024

Bradley Meehan

Bradley Meehan

Dated: 05/08/2024, 2024

Cesar Corvera Santamaria



Cesar Corvera Santamaria

Dated: _____, 2024

Roadmaster Drivers School of Pennsylvania, Inc.

By: _____

Its: _____

Approved as to form:

FRANCIS MAILMAN SOUMILAS, P.C.

Dated: _____, 2024

By: _____

James A. Francis

Attorneys for Plaintiffs and Class Members

MARSHALL DENNEHEY, P.C.

Dated: _____, 2024

By: _____

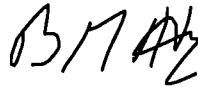
Josh J.T. Byrne

Attorneys for Defendant

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Agreement to be executed as of the date written below.

Dated: 05/09/2024, 2024

Bradley Meehan



Bradley Meehan

Dated: _____, 2024

Cesar Corvera Santamaria

Cesar Corvera Santamaria

Dated: _____, 2024

Roadmaster Drivers School of Pennsylvania, Inc.

By: _____

Its: _____

Approved as to form:

FRANCIS MAILMAN SOUMILAS, P.C.

Dated: _____, 2024

By: _____

James A. Francis

Attorneys for Plaintiffs and Class Members

MARSHALL DENNEHEY, P.C.

Dated: _____, 2024

By: _____

Josh J.T. Byrne

Attorneys for Defendant

EXHIBIT A

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

BRADLEY MEEHAN and CESAR E. CORVERA
SANTAMARIA, on behalf of themselves and those
similarly situated,

Plaintiffs,

v.

ROADMASTER DRIVERS SCHOOL OF
PENNSYLVANIA, INC.,

Defendant.

C.A. NO. 5:22-CV-04299

Honorable John M. Gallagher

WHEREAS, the above-referenced putative class action is pending in this Court (the “Action”);

WHEREAS, plaintiffs Bradley Meehan (“Meehan”) and Cesar E. Corvera Santamaria (“Corvera”) (collectively, “Plaintiffs”) and defendant Roadmaster Drivers School of Pennsylvania, Inc. (“Defendant” or “Roadmaster”) have agreed, subject to Court approval following notice to the proposed Settlement Class (as described herein) and a hearing, to settle the Action upon the terms and conditions set forth in the settlement agreement lodged with this Court (the “Agreement”);

WHEREAS, this Court has reviewed the Agreement, as well as the files, records and proceedings to date in this matter;

WHEREAS, for purposes of this order, capitalized terms used below shall have the meaning ascribed to them in the Agreement, unless otherwise defined; and

WHEREAS, for purposes of the Action, this Court has subject matter and personal jurisdiction over the Parties, including all persons in the Settlement Class.

NOW, THEREFORE, based on this Court's review of the Agreement and all of the files, records and proceedings herein, the Court concludes, upon preliminary examination, that the Agreement and settlement appear fair, reasonable and adequate, and within the range of reasonableness for preliminary settlement approval, and that a hearing should and will be held after notice to the Settlement Class to confirm that the Agreement and settlement are fair, reasonable and adequate and to determine whether the settlement should be approved and final judgment entered in the Action based upon the Agreement.

IT IS HEREBY ORDERED THAT:

Preliminary Approval of Proposed Settlement. The Agreement, including all exhibits thereto, is preliminarily approved as fair, reasonable and adequate and within the range of reasonableness for preliminary settlement approval. The Court finds that: (a) the Agreement resulted from arm's length negotiations; and (b) the Agreement is sufficient to warrant notice of the settlement to persons in the Settlement Class and a full hearing on the approval of the settlement.

Class Certification for Settlement Purposes Only. Pursuant to Federal Rule of Civil Procedure 23(c), the Court conditionally certifies, for settlement purposes only, the following Settlement Class:

Each student of Roadmaster Drivers School of Pennsylvania, Inc. who paid or caused to be paid tuition and/or fees or other related educational expenses in connection with CDL training and testing, who later had their CDL declared to be improperly issued due to improperly conducted skills testing, from October 26, 2016 to and through the date of the Settlement Agreement.

In connection with this conditional certification, the Court makes the following preliminary findings for settlement purposes only:

1. The Settlement Class appears to be so numerous that joinder of all members is impracticable;

2. There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether this Settlement should be approved;

3. Plaintiffs' claims appear to be typical of the claims being resolved through the proposed settlement;

4. Plaintiffs appear to be capable of fairly and adequately protecting the interests of the Settlement Class in connection with the proposed settlement;

5. Common questions of law and fact appear to predominate over questions affecting only individual persons in the Settlement Class. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and

6. Certification of the Settlement Class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.

Class Representative. Meehan and Corvera are designated as class representatives for the Settlement Class.

Class Counsel. The Court appoints James A. Francis, and Lauren KW Brennan of Francis Mailman Soumilas, P.C., and Michael A. Tompkins of Leeds Brown Law as counsel for the Settlement Class. The Court finds that counsel is competent and capable of exercising all responsibilities as Class Counsel for the Settlement Class.

Final Approval Hearing. A final approval hearing (the "Final Approval Hearing") shall be held on _____, 2024 at _____ to determine whether the Agreement is fair, reasonable and adequate and should be approved. Papers in support of final approval of the Agreement, the Service Award to Meehan and Corvera and Class Counsel's application for an award of attorneys' fees, costs and expenses (the "Fee Application") shall be filed with the Court according to the schedule set forth below. The Final Approval Hearing may be postponed, adjourned or continued

by order of the Court without further notice to the Settlement Class. After the Final Approval Hearing, the Court may enter a Final Approval Order in accordance with the Agreement that will adjudicate the rights of the Settlement Class Members with respect to the Released Claims.

Class Notice. Class Notice shall be sent within 21 days following entry of this Order, and Defendant shall timely provide the Settlement Administrator necessary Settlement Class information, including social security numbers, to effect Class Notice and administration.

1. E-Mail and Mail Notice. The Settlement Administrator will provide individual E-Mail and/or Mail Notice pursuant to the Agreement to all persons in the Settlement Class, based on the records reasonably available to Defendant.

2. Website Notice. The Settlement Administrator will establish and maintain a Settlement Website using a domain name dedicated to the settlement on which will be posted the Website Notice and other settlement-related documents. The E-Mail and Mail Notice shall direct recipients to the location of the Website Notice. The Settlement Website will be established no later than 21 days following the date of this Order and shall remain active at least until the date of the Final Approval Hearing.

Findings Concerning Class Notice. The Court finds that the foregoing program of Class Notice and the manner of its dissemination is the best practicable notice under the circumstances and is reasonably calculated to apprise the Settlement Class of the pendency of this Action and their right to object to the settlement or exclude themselves from the Settlement Class. The Court further finds that the Notice Program is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice and that it meets the requirements of due process and Federal Rule of Civil Procedure 23. The Court hereby approves the notices in substantially the same forms as those attached as Exhibits B-C to the Agreement.

Administration. The Settlement Award distribution process described in the Agreement is hereby approved, along with the proposed prospective relief.

Exclusion from the Settlement Class.

1. Persons in the Settlement Class will possess the right to opt out by sending a written request to the Settlement Administrator by 60 days after the Settlement Notice has been sent, or 81 days from the date of this Order (the “Opt-Out and Objection Deadline”). All persons in the Settlement Class who do not opt out in accordance with the terms set forth herein will be bound by all determinations and judgments in the Action.

2. Exclusion requests must: (i) be signed by the person in the Settlement Class who requests exclusion; (ii) include the full name and address and account number(s) of the person who requests exclusion; and (iii) include the following statement: “I/we request to be excluded from the settlement in the Meehan action.” No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with such person, may exclude any other person from the Settlement Class.

3. The Settlement Administrator will retain a copy of all requests for exclusion. Not later than seven (7) days after the Opt-Out and Objection Deadline, or 88 days from the date of this Order, the Settlement Administrator shall file or cause to be filed a declaration with the Court that lists all of the opt-outs received.

Objections and Appearances.

1. Any Settlement Class Member may appear at the Final Approval Hearing to argue that the proposed settlement should not be approved and/or to oppose the application of Class Counsel for an award of attorneys’ fees, reimbursement of costs and expenses, and the

Service Awards to Meehan and Corvera.

2. In order to be heard at the Final Approval Hearing, the person must make any objection in writing and mail it to counsel for the parties and the clerk of this Court not later than fourteen (14) days before the Final Approval Hearing. Any objections that are not timely filed and mailed shall be forever barred. All objections must comply with the directives contained in the Agreement or will otherwise be invalid and barred. To the extent that a person submits both an objection and request for exclusion, the request for exclusion prevails and the person will be excluded from this Action.

3. In order to be heard at the Final Approval Hearing, the person also must file with the Court and serve on all parties a Notice of Intention to Appear with the Court.

4. Settlement Class Members who do not object to the Settlement need not appear at the hearing or take any other action to indicate their approval of the proposed class action settlement.

Further Papers in Support of Settlement and Fee Application. By no later than fourteen (14) days before the Opt-Out and Objection Deadline, or 67 days from the date of this Order, Class Counsel shall file the Fee Application. No later than 14 days before the Final Approval Hearing, Class Counsel shall file with the Court (i) any papers in support of final approval of the Settlement, including any response to any timely filed objections to the Settlement, and (ii) a list of persons in the Settlement Class who made timely and proper Exclusion Requests. By no later than 21 days after the Opt-Out and Objection Deadline, any Settlement Class Members who filed a timely and valid objection shall file with the Court any reply papers in support of their objection.

Effect of Failure to Approve the Agreement. In the event the Agreement is not approved by the Court, or for any reason the Parties fail to obtain a final judgment as contemplated in the

Agreement, or the Agreement is terminated for any reason, then the following shall apply:

(a) All orders and findings entered in connection with the Agreement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever and shall not be admissible in any other proceeding;

(b) The conditional certification of the Settlement Class pursuant to this Order shall be vacated automatically and void; no doctrine of waiver, estoppel or preclusion shall be asserted in any litigated certification proceedings in the Action; and the Agreement and its existence shall be inadmissible to establish any fact relevant to class certification or any alleged liability of Roadmaster for the matters alleged in the Action or for any other purpose;

(c) Nothing contained in this Order is, or may be construed as, any admission or concession by or against Roadmaster or Meehan or Corvera on any point of fact or law.

Stay/Bar of Other Proceedings. All proceedings in this Action are stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Stewart, all persons in the Settlement Class and persons purporting to act on their behalf are enjoined from commencing or prosecuting (either directly, representatively or in any other capacity) against any of the Released Parties any action, arbitration or proceeding in any court other than a “State court,” as used by 28 U.S.C. § 2283, arbitration forum or tribunal asserting any of the Released Claims.

IT IS SO ORDERED.

Entered:

Hon. John M. Gallagher

EXHIBIT B

[PROPOSED] Email Notice to Settlement Class Members

From: [CLASS ADMINISTRATOR]

To: [CLASS MEMBER EMAIL ADDRESS]

Subject: You Are Eligible To Get Money From A Class Action Settlement – *Meehan, et al. v. Roadmaster Drivers School of Pennsylvania, Inc.*

This Court-authorized notice describes your rights and provides information about the settlement in *Bradley Meehan and Cesar E. Corvera Santamaria v. Roadmaster Drivers School of Pennsylvania, Inc.*, Case No. 5:22-cv-02499-JMG, in the United States District Court for the Eastern District of Pennsylvania.

This email is a legal notice that you are eligible to receive a payment from a class action settlement. If the Court approves the settlement you will receive a payment even if you do nothing.

You are included in the settlement because records of Roadmaster Drivers School of Pennsylvania, Inc. (“Roadmaster”) show that you were a student of Roadmaster who paid or caused to be paid tuition and/or fees or other related educational expenses in connection with commercial drivers license (“CDL”) training and testing, who later had their CDL declared to be improperly issued due to improperly conducted skills testing, from October 26, 2016 to and through the date of the Settlement Agreement, May 10, 2024 [DATE]. You can read more about the settlement, including information about important deadlines, below, and at <http://www.settlement.com>.

Details of the Case

Plaintiffs Bradley Meehan and Cesar Corvera Santamaria brought a proposed class action lawsuit against Roadmaster that alleged that Roadmaster violated Pennsylvania’s Unfair Trade Practices and Consumer Protection Law (“CPL”), 73 P.S. 201-1, *et seq.*, breached contracts, and/or was unjustly enriched when it provided educational classes advertised to lead to a valid CDL license and then engaged in testing that did not meet the requirements for such a license. Roadmaster denies that it did anything wrong or that its conduct violated the CPL or breached any contract or that it was unjustly enriched. The parties have agreed to resolve the case.

Terms of the Settlement

Roadmaster does not admit that it did anything unlawful in its teaching of courses and providing of testing to lead to CDL licensure. However, as a result of the settlement, Roadmaster has agreed to pay certain individuals whose records meet the criteria agreed upon as part of the settlement.

Roadmaster will deposit \$400,000.00 into a Settlement Fund in exchange for the release of certain claims of Plaintiffs Meehan and Corvera and the Settlement Class Members. All payments to Class Members will be paid out of the Settlement Fund. In addition, if the Court awards attorney’s fees

and/or a service award for Plaintiffs Meehan and Corvera, those payments will be made from the Settlement Fund.

As a Class Member, you do not need to do anything to receive a payment out of the Settlement Fund. Automatic payments will be made pro rata, depending on the ultimate number of claimants. You can learn more about the details of the settlement at http://www.____settlement.com.

Your Rights and Options

Do nothing.	<p>If the settlement is approved by the Court, you will receive a <i>pro rata</i> payment automatically. To be sure any payment reaches you, you can update your address either online at http://www.____settlement.com or by contacting [SETTLEMENT ADMINISTRATOR].</p> <p>If you do nothing, and the Court approves the Settlement, you will be bound by the terms of the Settlement and will release the settled claims. That means that by participating in the Settlement, you will not be able to sue Roadmaster for the claims described above and as set forth in the Settlement Agreement. The full text of the release is available at http://www.____settlement.com.</p>
Opt out.	<p>If you do not wish to participate in the Settlement, you may opt out, or exclude yourself, online at http://www.____settlement.com or by writing to [SETTLEMENT ADMINISTRATOR]. Opt out requests must be sent by [DATE]. If you opt out, you will not receive any payment. You can locate more information about how to opt out and the effect of opting out at http://www.____settlement.com or from the [SETTLEMENT ADMINISTRATOR].</p>

The lawyers representing Plaintiff and the Settlement Class, called “Class Counsel,” are requesting attorneys’ fees of one-third (33.3%) of the Settlement Fund. Class Counsel are also asking for a service award and individual settlement for Plaintiffs Meehan and Corvera, totaling \$15,000. Class Counsel’s request for attorneys’ fees will be available at http://www.____settlement.com on [DATE]. As a Class Member, if you do not exclude yourself, you have the right to object to the Settlement, including to Class Counsel’s fee request. Written objections to the Settlement or the fee request must follow the procedures detailed in the Settlement Agreement. Objections must be postmarked by [DATE].

The Court has set a Final Approval Hearing on [DATE] at the United States District Court for the Eastern District of Pennsylvania, located at Edward N. Cahn U.S. Courthouse, 504 W. Hamilton Street, Allentown, PA 18101. This date may change without further notice.

This notice is only a summary. Complete details about your rights and options are available at http://www.____settlement.com. Do not call the Court.

Exhibit C

You are eligible to get an \$800 payment as a result of the settlement in the class action lawsuit captioned:

Bradley Meehan & Cesar E. Corvera Santamaria v. Roadmaster Drivers School of Pennsylvania, Inc., No. 5:22-cv-02499-JMG (E.D. Pa.)

A federal court authorized this notice.

This is not a solicitation from a lawyer or notice of a lawsuit against you.

Please read this notice carefully.

It explains your rights and options to participate in a class action settlement.

What are your legal rights and options?

DO NOTHING:	If you do nothing, you will receive a pro-rated payment and will not be able to sue Roadmaster Driver School of Pennsylvania, Inc. (“Roadmaster”) for any claim(s) that you have against them related to this case.
EXCLUDE YOURSELF:	If you exclude yourself from the settlement, you will not receive a payment, and you will not release any claims you may have against Defendant.
OBJECT:	You may tell the Court you don’t agree with the settlement.

Why is this notice available?

This is a notice of a proposed settlement in a class action lawsuit. The settlement would resolve the lawsuit, which Bradley Meehan (“Meehan”) and Cesar E. Corvera Santamaria (“Corvera”) (collectively, “Plaintiffs”) filed against Roadmaster Drivers School of Pennsylvania, Inc. (“Roadmaster” or “Defendant”). Please read this notice carefully. It explains the lawsuit, the settlement and your legal rights, including the process for receiving a payment, excluding yourself from the settlement or objecting to the settlement.

What is this lawsuit about?

Meehan and Corvera filed this lawsuit against Defendant, alleging that Defendant violated the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“CPL”), 73 P.S. 201-1, *et seq.*, breached contracts, and/or was unjustly enriched when it provided educational classes at its Bethlehem, Pennsylvania campus advertised to lead to a valid commercial drivers’ license (“CDL”) and then administered testing that was invalidated by the Pennsylvania Department of Transportation.

Why is this a class action?

In a class action, one or more people called “class representatives” file a lawsuit on behalf of people who have similar claims. All of these people together are a “class” or “class members.” The Court resolves the claim at once for all class members, except for those who exclude

themselves from the class.

Why is there a settlement?

Meehan and Corvera and Defendant have agreed to settle the lawsuit to avoid the time, risk and expense associated with it, and to achieve a final resolution of the disputed claims. Defendant denies any wrongdoing, denies any liability under the UTPCPL or breach of contract or unjust enrichment theories, and denies that class certification would have been appropriate if this case had not been resolved. Under the settlement, participating class members will receive a *pro rata* payment of approximately \$800, in settlement of the claims raised in the lawsuit. Meehan and Corvera and their attorneys think the settlement is best for all class members.

How do you know if your claims are included in the settlement?

This settlement resolves claims on behalf of the following class:

Each student of Roadmaster Drivers School of Pennsylvania, Inc. who paid or caused to be paid tuition and/or fees or other related educational expenses in connection with CDL training and testing, who later had their CDL declared to be improperly issued due to improperly conducted skills testing, from October 26, 2016 to and through the date of the Settlement Agreement.

Based on Defendant's records, you are a Settlement Class Member.

What does the settlement provide?

Defendant will establish a settlement fund in the amount of \$400,000. Out of the settlement fund, Defendant will pay:

- a. Compensation to Settlement Class Members of approximately \$800 each;
- b. A Service Award to each Class Representative of \$7,500, subject to the Court's approval;
- c. Notice and Administration Costs incurred by Class Counsel, estimated to be \$20,000; and
- d. An award of attorneys' fees and reimbursement of costs in the amount of \$133,333.33, subject to the Court's approval.

How can you get a payment?

Unless you opt out of the settlement, you will receive a pro rata payment of approximately \$800 without doing anything, as long as the settlement administrator has your most up to date mailing address. You can update your mailing address at http://www.____settlement.com

When will you be paid?

If the Court grants final approval of the settlement, settlement checks will be mailed to class members after the judgment in the lawsuit becomes final. If there is an appeal of the settlement,

payment may be delayed.

What rights are you giving up in this settlement?

Unless you exclude yourself from the settlement, you will be considered a Settlement Class Member, which means you give up your right to sue or continue a lawsuit against Defendant over the released claims. This is called a “release.” Unless you formally exclude yourself from the settlement, you will release your claims against Defendant.

For more information on the release, released parties and released claims, you may obtain a copy of the class action settlement agreement from the settlement website, www._____settlement.com.

How can you exclude yourself from the settlement?

You may exclude yourself from the settlement, in which case you will not receive a payment. If you wish to exclude yourself from the settlement, you must mail a written request for exclusion to the settlement administrator, at the addresses set forth below, **postmarked by [__DEADLINE__], 2024**. You must include in your request for exclusion you:

- a. Full name;
- b. Address; and
- c. A clear and unambiguous statement that you wish to be excluded from the settlement, such as “I request to be excluded from the settlement in the *Meehan* action.”

You must sign the request personally. If any person signs on your behalf, that person must attach a copy of a power of attorney or other official document authorizing that signature.

When and where will the Court decide whether to approve the settlement?

The Court will hold a final fairness hearing on _____, 2024, at _____. The hearing will take place in the Edward N. Cahn U.S. Courthouse, 504 W. Hamilton Street, Allentown, Pennsylvania, before the Honorable John M. Gallagher. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether it should be granted final approval. The Court will also hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision or continue the hearing.

Do you have to attend the hearing?

No. You are not required to attend the hearing. But you are welcome to attend the hearing at your own expense. You cannot speak at the hearing if you have excluded yourself from the class settlement. Once you have excluded yourself, the class settlement does not affect your legal rights.

What if you want to object to the settlement?

If you do not exclude yourself from the settlement, you can object to the settlement if you do not believe it is fair, reasonable, and adequate. If you wish to object, you must mail a written notice of

objection, postmarked by _____, **2024**, to Class Counsel, Defendant's attorneys, and to the Court, at the following addresses:

Class Counsel:

Francis Mailman Soumilas, P.C.
Lauren KW Brennan
1600 Market Street, Suite 2510
Philadelphia, PA 19103

Defendant's Counsel:

Marshall Dennehey, P.C.
Josh J.T. Byrne
2000 Market St., Suite 2300
Philadelphia, PA 19103

Court:

U.S. District Court for the
Eastern District of
Pennsylvania
504 W. Hamilton Street
Allentown, PA 18101

You must include in your objection your:

- a. Full name;
- b. Address;
- c. A statement of the specific objection(s);
- d. The grounds for the objection(s); and
- e. A statement noting whether you intend to appear at the fairness hearing.

By when must you enter an appearance?

Any class member who objects to the settlement and wishes to enter an appearance must do so by _____, **2024**. To enter an appearance, you must file with the Clerk of the Court a written notice of your appearance and you must serve a copy of that notice, by U.S. mail or hand-delivery, upon Class Counsel and Defendant's attorneys, at the above addresses.

What will happen if the Court does not approve the settlement?

If the Court does not finally approve the settlement or if it finally approves the settlement and the approval is reversed on appeal, or if the settlement does not become final for some other reason, you will receive no benefits and the lawsuit will continue.

Who are the attorneys for Meehan and Corvera?

Meehan and Corvera's attorneys are:

James A. Francis
John Soumilas
Lauren KW Brennan
FRANCIS MAILMAN SOUMILAS, P.C.
1600 Market Street, Suite 2510
Philadelphia, PA 19103
Tel: (215) 735-8600
Fax: (215) 940-8000

Michael A. Tompkins
Jeffrey K. Brown
Brett R. Cohen
LEEDS BROWN LAW, P.C.
One Old Country Road, Suite 347
Carle Place, NY 11514
Tel: (516) 873-9550

The Court has appointed these attorneys to act as Class Counsel. You do not have to pay Class

Counsel. If you want to be represented by your own lawyer, and have that lawyer appear in Court for you in this case, you must hire one at your own expense.

Who are Defendant's attorneys?

Defendant's attorneys are:

Josh J.T. Byrne
Vlada Tasich
Marshall Dennehey, P.C.
2000 Market Street, suite 2300
Philadelphia, PA 19103
Tel: (215) 575-2805 / (215) 575-2659

Where can you get additional information?

This notice is only a summary of the settlement. All documents filed with the Court, including the full class action settlement agreement, may be reviewed or copied at the United States District Court for the Eastern District of Pennsylvania. In addition, pertinent case materials are available at the settlement web site, www._____settlement.com.

If you would like additional information about this matter, please contact:

***Meehan v. Roadmaster Drivers School of Pennsylvania, Inc.* – Class Counsel**
c/o Francis Mailman Soumilas, P.C.
1600 Market Street, Suite 2510
Philadelphia, PA 19103
Tel: (215) 735-8600
Fax: (215) 940-8000

Please do not call the Judge about this case. Neither the Judge, nor the Clerk of Court, will be able to give you advice about this case. Furthermore, neither Defendant nor Defendant's attorneys represent you, and they cannot give you legal advice.

EXHIBIT D – Proposed Final Approval Order

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

BRADLEY MEEHAN and CESAR E. CORVERA
SANTAMARIA, on behalf of themselves and those
similarly situated,

Plaintiffs,

v.

ROADMASTER DRIVERS SCHOOL OF
PENNSYLVANIA, INC.,

Defendant.

C.A. NO. 5:22-CV-04299

Honorable John M. Gallagher

FINAL APPROVAL ORDER

This matter, having come before the Court on Plaintiffs’ Motion for Final Approval of the proposed class action settlement with Defendant Roadmaster Drivers School of Pennsylvania, Inc. (hereafter, “Roadmaster” or “Defendant”); the Court having considered all papers filed and arguments made with respect to the settlement, and having certified, by Order on _____, 202__ (ECF ___), a class (the “Class”), and the Court, being fully advised finds that:

1. On _____, the Court held a Final Approval Hearing, at which time the parties were afforded the opportunity to be heard in support of or in opposition to the settlement. The Court received _____ objections regarding the settlement.

2. Notice to the Class required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court’s Preliminary Approval Order (ECF ___). Such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances, including the dissemination of individual notice to all members who can be identified through reasonable effort; and satisfies Rule 23(e) and due process.

3. The Defendant has timely filed notification of this settlement with the appropriate officials pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715.

4. The terms of the Settlement Agreement are incorporated fully into this Order by reference. The Court finds that the terms of Settlement Agreement are fair, reasonable, and adequate in light of the complexity, expense and duration of litigation and the risks involved in establishing liability, damages, and in maintaining the class action through trial and appeal.

5. The Court has considered the factors enumerated in Rule 23(e)(2) and finds they counsel in favor of final approval.

6. The Court finds that the relief provided under the settlement constitutes fair value given in exchange for the release of claims.

7. The parties and each Class Member have irrevocably submitted to the jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement Agreement.

8. The Court finds that it is in the best interests of the parties and the Class and consistent with principles of judicial economy that any dispute between any Class Member (including any dispute as to whether any person is a Class Member) and any Released Party which, in any way, relates to the applicability or scope of the Settlement Agreement or the Final Judgment and Order should be presented exclusively to this Court for resolution by this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

9. This action is a class action against Defendant Roadmaster Drivers School of Pennsylvania, Inc., on behalf of a class of consumers that has been defined as follows:

Each student of Roadmaster Drivers School of Pennsylvania, Inc. who paid or caused to be paid tuition and/or fees or other related educational expenses in connection with CDL training and testing, who later had their CDL declared to be improperly issued due to improperly conducted skills testing, from October 26, 2016 to and through the date of the Settlement Agreement.

10. The Settlement Agreement submitted by the parties for the Class is finally approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable, and adequate and in the best interests of the Class. The Settlement Agreement, including the monetary and injunctive relief set forth therein, shall be deemed incorporated herein and shall be consummated in accordance with the terms and provisions thereof, except as amended or clarified by any subsequent order issued by this Court.

11. As agreed by the parties in the Settlement Agreement, upon the Effective Date, the Released Parties shall be released and discharged in accordance with the Settlement Agreement.

12. As agreed by the parties in the Settlement Agreement, upon the Effective Date, each Class Member is enjoined and permanently barred from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Class Released Claims.

13. Upon consideration of Class Counsel's application for fees and costs and other expenses, the Court awards \$133,333.33 as reasonable attorneys' fees and reimbursement for reasonable out-of-pocket expenses, which shall be paid from the Settlement Fund.

14. Upon consideration of the application for an individual settlement and service award, the Named Plaintiffs, Bradley Meehan and Cesar E. Corvera Santamaria, are each awarded the sum of seven thousand five hundred dollars (\$7,500), to be paid from the Settlement Fund, for the services they have performed for and on behalf of the Class.

15. The Court overrules any objections to the settlement. After carefully considering each objection, the Court concludes that none of the objections create questions as to whether the settlement is fair, reasonable, and adequate.

16. Neither this Final Judgment and Order, nor the Settlement Agreement, shall be construed or used as an admission or concession by or against the Defendant or any of the Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Class Released

Claims. This Final Judgment and Order is not a finding of the validity or invalidity of any claims in this lawsuit or a determination of any wrongdoing by the Defendant or any of the Released Parties. The final approval of the Settlement Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Plaintiff, the Class Members, or the Defendant.

17. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this settlement, including the administration and consummation of the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendant and each member of the Class for any suit, action, proceeding or dispute arising out of or relating to this Order, the Settlement Agreement or the applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Class member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the parties hereto and all Class Members are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

18. This action is hereby dismissed on the merits, in its entirety, with prejudice and without costs.

19. The Court finds, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, that there is no just reason for delay, and directs the Clerk to enter final judgment.

20. The persons listed on **Exhibit 1** hereto have validly excluded themselves from the Class in accordance with the provisions of the Settlement Agreement and Preliminary Approval Order and are thus excluded from the terms of this Order. Further, because the settlement is being reached as a compromise to resolve this litigation, including before a final determination of the merits of any issue in this case, none of the individuals reflected on Exhibit 1 may invoke the doctrines of *res judicata*, collateral estoppel, or any state law equivalents to those doctrines in connection with any further litigation against Defendant in connection with the claims settled by the Class.

BY THE COURT:

HONORABLE JOHN M. GALLAGHER
UNITED STATES DISTRICT JUDGE

Dated: _____

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

BRADLEY MEEHAN and CESAR E. CORVERA
SANTAMARIA, on behalf of themselves and those
similarly situated,

Plaintiffs,

v.

ROADMASTER DRIVERS SCHOOL OF
PENNSYLVANIA, INC.,

Defendant.

C.A. NO. 5:22-CV-04299

Honorable John M. Gallagher

[PROPOSED] ORDER DIRECTING NOTICE TO THE SETTLEMENT CLASS

The Court, having reviewed the Plaintiff's Unopposed Motion for an Order Directing Notice to Class Members and the Settlement Agreement entered into by the Parties, hereby ORDERS that:

1. The Court has considered the proposed settlement of the claims asserted in this matter on behalf of the following Class (the "Settlement Class"), which it is also certifying for settlement purposes in this Order:

Each student of Roadmaster Drivers School of Pennsylvania, Inc. who paid or caused to be paid tuition and/or fees or other related educational expenses in connection with CDL training and testing, who later had their CDL declared to be improperly issued due to improperly conducted skills testing, from October 26, 2016 to and through the date of the Settlement Agreement.

2. Based upon the Court's review, it appears that the settlement is fair, reasonable, and adequate, and that each of the following is true:

- a. the Class Representatives, Bradley Meehan and Cesar E. Corvera Santamaria, and Class Counsel, Francis Mailman Soumilas, P.C. and Leeds Brown Law, P.C., have adequately represented the Settlement Class;

- b. the proposed settlement was negotiated at arm's length;
- c. the relief provided for the Settlement Class is adequate, taking into account:
 - i. the costs, risks, and delay of trial and appeal;
 - ii. the monetary amount and effectiveness of the proposed method of providing payments to eligible Settlement Class Members; and
 - iii. the terms of the proposed awards of attorneys' fees and costs and individual settlement and service payment to the named Plaintiffs, including timing of payment.
- d. the proposed settlement treats Settlement Class members equally relative to each other.

3. The Court has reviewed the proposed manner of giving notice as set forth in the Settlement Agreement and proposed notices to class members and finds that the proposed method of notice distribution fully satisfies the requirements of FED. R. CIV. P. 23 and due process, constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

4. No later than seven (7) days after the date of this Order, Defendant shall compile and securely deliver to Settlement Administrator and Class Counsel a list of Settlement Class members, including their Social Security numbers, last known addresses, and last known e-mail addresses, in accordance with Section 3.2 of the Settlement Agreement.

5. No later than seven (7) days after the expiration of the Opt-Out Deadline and Objection Deadline, the Settlement Administrator will cause a declaration to be filed with the Court that the notice of the Settlement was given as required by Section 3.3 of the Settlement Agreement.

6. The Court will hold a Final Approval Hearing pursuant to FED. R. CIV. P. 23(e) at _____ a.m./p.m. on _____, 2024 (*at least 120 days after entry of Order Directing Notice to the Settlement Classes*) in the Edward N. Cahn U.S. Courthouse, 504 W. Hamilton Street, Allentown, Pennsylvania 18101, for the following purposes:

- a. To determine whether the proposed settlement is fair, reasonable and adequate and should be granted final approval by the Court;
- b. To determine whether a final judgment should be entered dismissing the claims of the Settlement Class and Meehan's and Corvera's individual claims with prejudice, as required by the Settlement Agreement;
- c. To consider the application of Class Counsel for an award of attorney's fees and expenses, and for an individual settlement and service award to the Class Representative; and
- d. To rule upon other such matters as the Court may deem appropriate.

7. If a Settlement Class Member chooses to opt out of the Settlement Class, such Settlement Class Member is required to submit a request for exclusion to the Settlement Administrator in the manner described in the Settlement Agreement, submitted no later than sixty (60) days of the date of this Order. No later than seven (7) days after the Opt-Out Deadline Date, the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel a complete list of all Settlement Class Members who have properly opted out of the Settlement Classes together with copies of the opt-out requests.

8. A Settlement Class Member who does not file timely a request for exclusion shall be bound by all subsequent proceedings, orders, and judgments in this action. Any Settlement Class Member who submits a timely request for exclusion may revoke his or her request for

exclusion by submitting to the Settlement Administrator a written statement of revocation, postmarked or received no later than fourteen (14) days before the date of the Final Approval Hearing.

9. Any Settlement Class Member who wishes for the Court to consider an objection to the settlement must submit a Notice of Objection via First Class Mail to (a) Class Counsel; (b) Defendants' Counsel; and (c) the Clerk of the Court. Such objection shall be personally signed and state: the caption of the Litigation; the full name, address and telephone number of the Class Member objecting to the Settlement; a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such Class Member wishes to be considered in support of the objection; the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Fee Petition; any and all agreements that relate to the objection or the process of objecting — whether written or oral — between objector or objector's counsel and any other person or entity; the identity of all counsel representing the objector who will appear at the Final Approval Hearing; and, all relief sought.

10. Any objector who wishes to be heard at the Final Approval Hearing must also file a notice of intent to appear with the Court Clerk's office no later than fourteen (14) days before the Final Approval Hearing, and must provide both Class Counsel and Defendant's Counsel with copies of the notice of intent to appear.

11. All briefs, memoranda, petitions, and affidavits to be filed in support of an individual settlement and service award to the Class Representative and for an award of attorneys' fees and expenses shall be filed no later than fourteen (14) days prior to the deadline for class members to make objections, or within another time set by the Court.

12. All briefs, memoranda, petitions, and affidavits to be filed in support of final approval of the Settlement shall be filed no later than fourteen (14) days prior to the Final Approval Hearing, or within another time set by the Court.

13. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement.

Dated: _____

BY THE COURT:

Hon. John M. Gallagher
United States District Judge