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**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

HERMAN RAGLAND
Plaintiff

MAZDA FINANCIAL SERVICES
Defendant

Case No: CV-22-968540

Judge: DEENA R CALABRESE

JOURNAL ENTRY

ORDER OF PRELIMINARY APPROVAL OF SETTLEMENT. OSJ.

Judge Signature

Date

2023 SEP 25 A 9:40
CLERK OF COURTS
CUYAHOGA COUNTY

FILED

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

HERMAN RAGLAND,)	CASE NO. CV-22-968540
)	
Plaintiff,)	JUDGE DEENA R. CALABRESE
)	
v.)	
)	<u>ORDER OF PRELIMINARY</u>
MAZDA FINANCIAL SERVICES,)	<u>APPROVAL OF SETTLEMENT</u>
)	
Defendants.)	
)	

WHEREAS, the Court has been advised that parties to this action, Plaintiff Herman Ragland (“Mr. Ragland”) and Defendant Mazda Financial Services (“MFS”) (collectively, the “Parties”), have agreed, subject to Court approval following notice to the Settlement Class and a hearing, to settle the claims asserted by Mr. Ragland, individually and on behalf of a putative class, against MFS. The terms and conditions of the proposed settlement are set forth in the Settlement Agreement and Release (the “Agreement”)¹, which has been filed with the Court as an attachment to Mr. Ragland’s Motion for Preliminary Approval of Class Action Settlement: and

Based upon the Agreement and all of the files, records, pleadings, motions, and proceedings herein, it appearing to the Court that upon preliminary examination that the Agreement and settlement appear fair, reasonable, and adequate, and that a hearing should and will be held after notice to the Settlement Class Members to confirm that the Agreement and settlement are fair, reasonable, and adequate, and to determine whether a Final Approval Order and Final Judgment should be entered in this Action based upon the Agreement;

IT IS HEREBY ORDERED THAT:

¹ For the purposes of this Order, capitalized terms defined by the Agreement will have the same meaning herein as in the Agreement.

1. The Agreement and the settlement contained therein are preliminarily approved as fair, reasonable, and adequate.
2. The "Settlement Class" means all persons: (1) who purchased a motor vehicle, in Ohio primarily for personal, family, and/or household use by entering into a Retail Installment Sales Contract; (2) whose Retail Installment Sales Contract was assigned to MFS; (3) whose motor vehicle securing the Retail Installment Sales Contract was repossessed on or behalf of MFS, or voluntarily surrendered, in the state of Ohio; (4) who were sent one or more Post-Repossession Notices (contained in one or more documents or combined) by or on behalf of MFS between September 9, 2016 and the date of execution of this Agreement; (5) whose motor vehicle was either disposed of by or on behalf of MFS or their Retail Installment Sales Contract was otherwise not reinstated; and (6) who had a Deficiency Balance in their Settlement Class Account on the date of execution of this Agreement. The following are excluded from the Settlement Class: (a) Resolved Account Obligors; (b) any Person who is a debtor in an active bankruptcy proceeding as of the date of entry of the Preliminary Approval Order or was previously a debtor in a bankruptcy proceeding and received a discharge in bankruptcy after execution of a Retail Installment Sales Contract that was assigned to MFS; and (c) any person who submits a valid and timely request for exclusion.
3. The following are excluded from the Settlement Class: (a) Resolved Account Obligors²; (b) any Person who is a debtor in an active bankruptcy proceeding as of the date of entry

² Under the Agreement, "Resolved Account Obligor" means a Person obligated under a Retail Installment Sales Contract for which (1) an agreement was reached between the obligor(s) under the Retail Installment Sales Contract and MFS after repossession and disposition of the subject motor vehicle regarding the resolution of the Deficiency Balance, or (2) MFS has previously

of the Preliminary Approval Order or who was previously a debtor in a bankruptcy proceeding and received a discharge in bankruptcy after execution of a Retail Installment Sales Contract which was assigned to MFS; and (c) any person who submits a valid and timely request for exclusion.

4. The Settlement Class consisting of 49 Settlement Class Accounts is so numerous that joinder of all members is impracticable. There are questions of law or fact common to the Settlement Class. The claims of Mr. Ragland are typical of the claims of the Settlement Class. Mr. Ragland will fairly and adequately protect the interests of the Settlement Class. The questions of law or fact common to the members of the Settlement Class predominate over the questions affecting only individual members. Certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of the controversy. The Court finds that Mr. Ragland is an adequate representative of the Settlement Class. Mr. Ragland is hereby approved as the representative of the Settlement Class for the purposes of implementing the settlement in accordance with the Agreement, and Ronald Frederick is appointed as counsel for the Settlement Class (“Class Counsel”).
5. The Class Notice is approved, in the form attached hereto as Exhibit A. The Class Notice shall be considered to be an order of the Court, and the dates set forth therein shall govern this case and the Settlement Class, unless otherwise modified.
6. Pursuant to the Agreement, MFS is hereby directed to prepare and provide to the Settlement Administrator, a Class List in readable electronic form. The Class List shall include the names and account numbers of all Settlement Class Members. The Class List also shall set

voluntarily waived the Deficiency Balance, or (3) MFS obtained a judgment relating to the Deficiency Balance prior to the Effective Date.

forth the outstanding Deficiency Balance for each Settlement Class Account. The Class List provided to the Settlement Administrator shall state the last known addresses of the Settlement Class Members according to MFS' records.

7. As soon as practicable, but no later than **October 25, 2023**, the Settlement Administrator shall mail the Class Notice to each Settlement Class Member by first class mail, postage pre-paid, addressed to his or her last known address, substantially in the form attached hereto as Exhibit A. Before mailing the Class Notices, the Settlement Administrator shall perform an address check of the entire Class List through the United States Postal Service's National Change of Address database to update the addresses of Settlement Class Members. For Class Notices returned by the U.S. Postal Service for lack of a correct address, the Settlement Administrator shall attempt a further address search using a recognized information broker such as LexisNexis and re-mail the Class Notice by First Class Mail to any subsequently obtained addresses. Only one re-mailing will be required. Neither MFS nor the Settlement Administrator will be responsible for the failure of the postal service to timely deliver or return a Class Notice and will have no obligation to re-send a Class Notice that is not returned by the postal service more than 14 days prior to the Final Approval Hearing. On or before seven days prior to the Final Approval Hearing, the Settlement Administrator shall provide the Court and Class Counsel with a declaration confirming that the Class Notices were mailed to Settlement Class Members, and the steps taken during the Class Notice process. The costs and expenses of printing, preparing, and mailing the Class Notice shall be paid by MFS as they are incurred.

8. The mailing of the Class Notice as directed in this Order constitutes the best notice practicable under the circumstances and sufficient notice to all members of the Settlement Class.
9. Any member of the Settlement Class who is not excluded from the Settlement Class and who intends to object to the fairness of the settlement reached under the Agreement must, by **November 24, 2023**, file an objection with the Court and provide copies of the objection to the Settlement Administrator at the address specified in the Class Notice; to MFS' counsel, Judith Mercier, Holland & Knight LLP, 200 South Orange Avenue, Suite 2600, Orlando, Florida 32801; and to Class Counsel, Ronald Frederick, Frederick & Berler, LLP, 767 E. 185th Street, Cleveland, Ohio 44119.
 - (a) To be valid, any objection to the settlement reached under the Agreement must include:
 - (i) the name and case number of this action;
 - (ii) the objector's full name, address, and telephone number;
 - (iii) a written and notarized statement of all grounds for the objection accompanied by any legal support for such objection;
 - (iv) copies of any papers, briefs, or other documents upon which the objection is based;
 - (v) a statement whether the objector or his or her counsel intends to appear and argue at the Final Approval Hearing; and
 - (vi) a list of all cases in which the objector and/or his or her counsel has filed objections to a class action settlement in the preceding five years.

If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear and argue at the Final Approval Hearing. The Final Approval Hearing will be limited to argument by counsel for the Parties and argument by any objector or objector's counsel who have submitted an objection in compliance with this Agreement and the Preliminary Approval Order. An objection by any individual obligated on a Settlement Class Account will be deemed to be an objection on behalf of all obligors on the same Settlement Class Account. Any Settlement Class Member who does not file a timely written objection in compliance with this Order, or who fails to otherwise comply with the requirements of this Order relating to objections, (1) shall be deemed to have waived any such objection with the objection not being considered by the Court, (2) will not be heard during the Final Approval Hearing, and (3) shall be foreclosed from seeking any adjudication or review of the settlement reached under the Agreement and preliminary approved herein by appeal or otherwise.

10. Any Settlement Class Member who wishes to be excluded from the Settlement Class must by **November 24, 2023**, file a request for exclusion (i.e., an opt-out) with the Court and provide copies to the Settlement Administrator at the address specified in the Class Notice; to MFS' counsel, Judith Mercier, Holland & Knight LLP, 200 South Orange Avenue, Suite 2600, Orlando, Florida 32801; and to Class Counsel, Ronald Frederick, Frederick & Berler, LLP, 767 E. 185th Street, Cleveland, Ohio 44119. To be effective, the request for exclusion must be received by the Court and by the Settlement Administrator, counsel for MFS and Class Counsel no later than **December 5, 2023**, and:

- (a) include the Settlement Class Member's full name, address, and telephone number;
and
- (b) specifically and unambiguously state his or her desire to be excluded from the Settlement Class in Case No. CV22-968540-944248, *Herman Ragland v. Mazda Financial Services*.

A request for exclusion filed by any individual obligated on a Settlement Class Account will be deemed to be a request for exclusion filed on behalf of all obligors on the Settlement Class Account. Any Settlement Class Member who fails to file a timely and complete request for exclusion with the Court and send copies to the Settlement Administrator, counsel for MFS, and Class Counsel in compliance with this Order shall be subject to and bound by settlement reached under the Agreement and every order or judgment entered by the Court relating to the settlement reached under the Agreement. Any communications from a Settlement Class Member (whether styled as an exclusion request, an objection, or a comment) as to which it is not readily apparent whether the Settlement Class Member meant to exclude himself or herself from the Settlement Class will be evaluated by the Settlement Administrator and jointly by counsel for the Parties, who will make a good-faith evaluation regarding the intent. Any uncertainties about whether a Settlement Class Member is requesting exclusion from the Settlement Class will be resolved by the Court.

11. The Settlement Administrator shall maintain a list of all requests for exclusion and shall report the accounts of all such persons requesting exclusion to the Court, counsel for MFS and Class Counsel by **December 8, 2023**, to assure consistency with the record of requests for exclusions filed with the Court. The list of accounts deemed by the Court to have

excluded themselves from the Settlement Class will be attached as an exhibit to the Final Approval Order.

12. All such persons for whom a proper request for exclusion has been filed with the Court and served upon the Settlement Administrator, counsel for MFS and Class Counsel shall not be Settlement Class Members and shall have no rights with respect to the settlement and no interest in the relief provided under the Agreement.
13. All discovery and other pretrial proceedings in this action relating to the claims subject to the settlement reached under the Agreement are stayed and suspended until further order of this Court except such actions as may be necessary to implement the Agreement and this Order.
14. A hearing (the "Final Approval Hearing") shall be held on **December 15, 2023, at 1:30 p.m.**, to determine whether the proposed settlement reached under the Agreement is fair, reasonable, and adequate and should be approved. The parties' respective briefs and supporting papers in support of the proposed settlement shall be filed on or before **December 1, 2023.**
15. The Final Approval Hearing will be limited to argument by counsel for the Parties and argument by any objector or objector's counsel who has submitted an objection in compliance the Preliminary Approval Order. No witness testimony will be allowed nor will evidence be considered by the Court other than evidence submitted at or prior to the Final Approval Hearing in the form of sworn affidavits. The Final Approval Hearing described in this paragraph may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. After the Final Hearing, the Court

may enter a Final Approval Order and Final Judgment in accordance with the Agreement that will adjudicate the rights of all Settlement Class Members.

16. If the proposed settlement as provided in the Agreement not be finally approved by the Court, if for any reason the Parties fail to obtain a Final Approval Order and Final Judgment as contemplated in the Agreement, or if the Agreement is otherwise terminated pursuant to its terms, then the Agreement and all orders entered in connection therewith shall become null and void and of no further force and effect, and shall not be used or referred to for any purpose. In such event, the Agreement and all negotiations and proceedings relating thereto shall be withdrawn without prejudice as to the rights of all parties thereto, who shall be restored to their respective positions immediately prior to the execution of the Agreement.
17. In sum, the dates for performance are as follows:

Class Notice Mailed By: **October 25, 2023**
Requests for Exclusion Received by: **December 5, 2023**
Filing and Receipt of Objections: **December 5, 2023**
Final Approval Submissions: **December 1, 2023**
Final Approval Hearing: **December 15, 2023 at 1:30 p.m.**

IT IS SO ORDERED.

DATED: 9-25, 2023



JUDGE DEENA CALABRESE