

**The UNITED STATES DISTRICT COURT FOR THE DISTRICT OF  
NEW JERSEY AUTHORIZED THIS CLASS ACTION NOTICE.**

**Because you entered into a consumer contract with an  
Aaron's, Inc.-owned store in New Jersey between  
March 16, 2006 and March 31, 2011, you are a member of a  
class action lawsuit that may affect your rights.**

- A consumer sued Aaron's, Inc. claiming that certain fees in its rent-to-own contracts violate several New Jersey laws. Her lawsuit demands money for herself and certain other New Jersey consumers related to certain fees charged by Aaron's. These fees are (1) a "Service Plus" fee, and (2) a "Return Check" fee charged if a check is returned "for any reason." The lawsuit also seeks to stop Aaron's from ever again charging these fees.
- The Court has decided that the lawsuit will go forward as a class action. The Court determined that the class is made up of all persons who entered into rent-to-own contracts with Aaron's, Inc. in New Jersey from March 16, 2006 to March 31, 2011.
- The Court has not decided whether Aaron's did anything wrong or if it should have to pay money. There is no money available now, and no guarantee there will be. However, your legal rights are affected, and you have a choice to make now:

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:**

<b>IF YOU:</b> <b><u>DO NOTHING</u></b>	<b>Stay in this lawsuit and be represented by Class Counsel. Await the outcome. Give up certain rights.</b> By doing nothing, you keep the possibility of getting money or other benefits that may come from a court judgment or a settlement. You would give up any right to file your own lawsuit against Aaron's on the same legal claims in this lawsuit.
<b>IF YOU:</b> <b><u>ASK TO BE REMOVED</u></b>	<b>Get out of this lawsuit and not be represented by Class Counsel. Get no benefits from the class action. Keep individual rights.</b> You won't share in any money or other benefits that might be obtained for the Class. You would keep any right to file your own claim against Aaron's about the same claims in this lawsuit.

- Your options are explained in this notice. To ask to be removed, you must act by **February 10, 2017**.
- In order for you to receive money or other benefits, the Court must decide in favor of Ms. Korrow or approve a settlement. You will be notified if the lawsuit succeeds in making Aaron's pay you money.
- For more information, read on or visit [www.AaronsConsumerAction.com](http://www.AaronsConsumerAction.com)

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# BASIC INFORMATION

## 1. Why did I get this notice?

Aaron's, Inc.'s records show that you entered into one or more consumer contracts in New Jersey between March 16, 2006 and March 31, 2011. This makes you part of a lawsuit in the federal Court in New Jersey that the court decided will go forward as a class action. You have legal rights and options that you may exercise before the Court decides important issues. The court case would decide whether the consumers with certain claims against Aaron's should be awarded money and other relief. Judge Michael A. Shipp of the United States District Court for the District of New Jersey is overseeing this class action. This lawsuit is called *Korrow v. Aaron's, Inc.*, Civil Action No. 10-6317 (MAS) (LHG).

## 2. What is this lawsuit about?

This lawsuit is about whether New Jersey laws forbid Aaron's from charging two disputed fees in its rent-to-own contracts. These fees have been referred to in Aaron's contracts as:

- a "Service Plus" fee, and
- a "Return Check" fee charged when a customer's check is returned "for any reason."

These two charges are referred to in this Notice as the "disputed fees." The lawsuit seeks \$100 for every contract that a Class member entered into during the Class period from March 16, 2006 to March 31, 2011. The lawsuit also seeks money for all Class members who paid the Service Plus fees during this period.

You were sent this notice because you entered into one or more contracts with Aaron's between March 16, 2006 and March 31, 2011. This means you are in the Class, even though you may or may not have paid any of the disputed fees.

## 3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" (in this case, Margaret Korrow) sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." One court can resolve the claims in the lawsuit for everyone who stays in the Class.

## 4. Why is this lawsuit a class action?

Aaron's believes that approximately 26,000 New Jersey customers are members of the Class certified by the Court. Ms. Korrow's lawsuit claims that what happened to her also happened to these people. She asked the Court to allow her case to go forward as a class action. Aaron's opposed this request. The Court granted this request and decided that this lawsuit will go forward as a class action. The Court's findings included that there are thousands of Class members; there are legal questions and facts that are common to each of them; Ms. Korrow's claims are typical of the claims of the rest of the Class; Ms. Korrow and the lawyers representing the Class will fairly and adequately represent

the Class; the common legal questions and facts are more important than questions that affect only individuals; and this class action will be more efficient than having thousands of individual lawsuits. These are the requirements in the federal court rules (Federal Rule of Civil Procedure 23).

More information about why the Court is allowing this lawsuit to be a class action is in the Court's Order Certifying the Class and its Opinion, which are available at [www.AaronsConsumerAction.com](http://www.AaronsConsumerAction.com).

## THE CLAIMS IN THE LAWSUIT

### 5. What are the claims in the lawsuit?

In the lawsuit, Ms. Korrow claims that the disputed fees included in Aaron's rent-to-own contracts during the period from March 16, 2006 to March 31, 2011 violated three different New Jersey laws. In New Jersey, rent-to-own contracts are considered to be retail installment sales (credit purchase agreements) that are covered by New Jersey's Retail Installment Sales Act (RISA). This law prohibits businesses from charging consumers certain types of fees. Ms. Korrow alleges that RISA does not allow Aaron's to charge any of the two disputed fees, and therefore charging these fees is illegal. Aaron's disputes that its contracts violate this law. The Court has not yet decided who will prevail.

The lawsuit seeks money for Class members under two other New Jersey laws. The lawsuit seeks \$100 per contract per person under the Truth-in-Consumer Contract, Warranty, and Notice Act, which provides \$100, actual damages, or both, when a contract violates clearly established rights of consumers. An example of this claim is that the contracts at issue included a "Return Check" fee that is charged when a customer's check is returned "for any reason." The lawsuit claims that RISA prohibits this fee, and therefore the contract's mention of such a fee violates the Truth-in-Consumer law. Everyone in the Class entered a contract that included a "for any reason" type of "Return Check" fee.

The lawsuit also seeks money under New Jersey's Consumer Fraud Act (CFA) based on all "Service Plus" fees that Class members paid to Aaron's under contracts entered into during this period. Ms. Korrow claims that the CFA requires Aaron's to pay each Class member three times (triple) the amount they paid for these fee payments, plus interest. In this class action, the CFA claims only apply to those customers who actually paid the Service Plus fee.

### 6. How does Aaron's answer the lawsuit's claims?

Aaron's denies that it did anything wrong. It claims that the disputed fees do not violate New Jersey laws.

Aaron's position is that the "Service Plus" fee is a completely voluntary charge, which its customers agreed to in writing in order to receive certain services and that the "Return Check" fee is allowed by New Jersey law and is less than the maximum fee allowed by New Jersey law. Aaron's denies that this fee is unlawful in any respect.

Aaron's filed a counterclaim against Ms. Korrow and is asking the Court to decide whether Ms. Korrow owes it money. The Court denied Aaron's motion to dismiss. That Order and Aaron's Answer to the Complaint are available at [www.AaronsConsumerAction.com](http://www.AaronsConsumerAction.com). Aaron's also answers that some Class members owe it money and any money obtained for those persons in this case should be reduced by the amount of the debt Aaron's claims.

## 7. Has the Court decided who is right?

The Court has not decided whether Ms. Korrow or Aaron's is right about the facts or the law or who should win the case. By certifying the Class and issuing this Notice, the Court is not saying who will win or lose. Ms. Korrow and Aaron's must still win in Court.

## 8. What is the Plaintiff asking for?

For each contract that a Class member entered into with Aaron's from March 16, 2006 to March 31, 2011, Ms. Korrow's lawsuit and her motion to certify the Class are asking for the following for each Class member:

- 1) \$100 for each contract entered into during that period;
- 2) Triple the amounts the Class member paid Aaron's for "Service Plus" fees under each contract entered into during that period.

For example, in one of her contracts entered into with Aaron's between March 16, 2006 and March 31, 2011, Ms. Korrow paid \$31.78 for a "Service Plus" fee, so she is seeking three times that amount, or \$95.34. She also is seeking \$100 because the contract imposed this fee and a Return Check fee to be charged for "any reason." In total, Ms. Korrow is seeking \$195.34, plus interest, for her claims related to that contract.

A Class member's recovery of such damages may be subject to and reduced by any "set-off" defense, as discussed in the answer to Question 6 above, if Aaron's can prove that the Class member owes it money. Ms. Korrow *is not* seeking damages for payments under any contract that a Class member entered into before March 16, 2006 or after March 31, 2011.

Ms. Korrow is also asking the Court to order Aaron's to stop charging and collecting the disputed fees from its customers in New Jersey. She is also asking the Court to order Aaron's to pay her attorneys' fees and costs for bringing this case, as also provided by New Jersey consumer protection laws.

## 9. Is there any money available now?

No. Money or other benefits may become available in the future if the Court decides that Ms. Korrow's (and the Class's) claims are correct or if the case is settled outside of Court. There is no guarantee that money or benefits ever will be obtained. If money or benefits become available, you will either receive a benefit directly or be notified about how to obtain a share of any money or benefits that become available.

## WHO IS IN THE CLASS

## 10. Which customers are included in the Class?

The Court decided that all persons who entered into a rent-to-own contract with Aaron's, Inc. in New Jersey from March 16, 2006 to March 31, 2011 are Class members.

## 11. Which customers are also included in the “Subclass” certified by the Court?

The Court also decided that all Class members who paid the “Service Plus” fees are members of a “Subclass” defined as: “All members of the Class as defined above who paid Defendant Aaron’s, Inc. a first monthly payment that included a ‘Service Plus’ fee” are also members of this Subclass.

As described in the answer to Question 8, Ms. Korow is asking the Court to award additional money to the persons in this subclass.

## 12. Are any customers of Aaron’s not included in the Class or Subclass?

- Those customers of Aaron’s, Inc. who did not enter into a rent-to-own contract in New Jersey between March 16, 2006 and March 31, 2011 are NOT included in the Class.
- Any customer of Aaron’s, Inc. that is a business entity, a church, or a non-profit organization is NOT a member of the Class.
- Any person who entered a contract with an Aaron's franchise store (i.e. a store that is not owned directly by Aaron’s, Inc.) is NOT a member of the Class.
- Class members who did not pay a “Service Plus” fee with their first monthly payment are not part of the “Service Plus” Fee Subclass.

## 13. I’m still not sure if I am included.

If you still are not sure if you are included, you can get more information at [www.AaronsConsumerAction.com](http://www.AaronsConsumerAction.com), or by contacting the lawyers for the Class at one of the telephone numbers or addresses listed in the answer to Question 17.

## YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be removed. **You must decide this before February 10, 2017.**

## 14. What happens if I do nothing at all?

You don’t have to do anything now if you want to remain a Class member. By doing nothing, you stay in the Class. If you stay in the Class and the Class is awarded money, either as a result of continued litigation or a settlement, you will be notified about how to receive a share (or how to ask to be removed from any settlement). Keep in mind that if you do nothing now, regardless of whether the Class wins or loses the case, you will not be able to continue to sue Aaron’s, Inc.—as part of any other lawsuit— or file a new claim about the same issues in this lawsuit. This means that if you do nothing, you will not be able to file claims against Aaron’s for claims related to the “Return Check” fee provision or the “Service Plus” fees that it charged and/or collected between March 16, 2006 and

March 31, 2011. You will also be legally bound by all of the Orders the Court issues and judgments the Court makes in this class action.

### 15. Why would I ask to be removed?

If you already have your own lawsuit against Aaron’s, Inc. challenging the disputed fees and you want to continue with it, you must ask to be removed from the Class. If you remove yourself from the Class—which also means to exclude yourself, and is sometimes called “opting-out” of the Class—you won’t get any money or benefits from this lawsuit even if the Class obtains them as a result of continued litigation or from any settlement (that may or may not be reached). However, you will then be able to file claims against Aaron’s for the disputed fees. If you remove yourself, you will not be legally bound by the Court’s orders or judgments issued in this case and you will not be represented by the Class Counsel attorneys.

If you wish to file your own claims against Aaron’s after removing yourself, you may want to hire your own lawyer, and you will have to prove your claims. If you do remove yourself to file your own claims, you should talk to a lawyer soon, because your claims may be subject to a statute of limitations (a deadline after which you may not be able to file a legal claim).

### 16. How do I ask the Court to remove me from the Class?

To ask to be removed from the Class, you must send a signed writing that includes your signature, printed name, address, and a statement that you want to be removed from the Class in *Korrow v. Aaron’s, Inc.*, Case Number 10-6317. You should keep a copy for your records. Your signed request may be emailed to [info@AaronsConsumerAction.com](mailto:info@AaronsConsumerAction.com), faxed to 414-961-6454, or mailed to Aaron’s Class Action Exclusions, PO BOX 170500, Milwaukee, WI 53217. It must be submitted by **February 10, 2017**. You may also obtain a sample Removal/Exclusion Request form at the website [www.AaronsConsumerAction.com](http://www.AaronsConsumerAction.com).

## THE LAWYERS REPRESENTING YOU

### 17. Do I have a lawyer in this case?

The Court appointed the following three law firms and attorneys to represent the Class. These attorneys may be reached at 877-227-6101.

Andrew R. Wolf, Esq. Henry P. Wolfe, Esq. THE WOLF LAW FIRM, LLC 1520 U.S. Highway 130, Ste. 101 North Brunswick, NJ 08902 <a href="mailto:info@wolflawfirm.net">info@wolflawfirm.net</a> <a href="http://www.wolflawfirm.net">www.wolflawfirm.net</a>	Christopher J. McGinn, Esq. THE LAW OFFICE OF CHRISTOPHER J. MCGINN 20 Nassau Street, Ste. 250W-2 Princeton, NJ 08542-4509 <a href="mailto:info@njconsumerprotection.com">info@njconsumerprotection.com</a> <a href="http://www.njconsumerprotection.com">www.njconsumerprotection.com</a>	Michael J. Quirk, Esq. WILLIAMS CUKER BEREZOFSKY, LLC 1515 Market St., Ste. 1300 Philadelphia, PA 19102 <a href="mailto:mquirk@wcblegal.com">mquirk@wcblegal.com</a> <a href="http://www.wcblegal.com">www.wcblegal.com</a>
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Together, the law firms are called “Class Counsel.” They are experienced in handling similar consumer class actions against other companies. If you have questions about the Class Action or the

information in this notice you may contact any of the attorneys listed above. If you remove yourself from the Class, they will no longer represent you.

### **18. Should I get my own lawyer?**

Class Counsel is working on your behalf in this case. But if you want to hire your own lawyer to have someone other than Class Counsel speak for you, you may do so and you may have to pay that lawyer to appear in court or do any other work on your behalf.

### **19. How will the lawyers be paid?**

If the Court decides in favor of the Class or if the case settles, Class Counsel will also ask the court to require Aaron's to pay their fees and expenses. If the Court grants Class Counsel's request, the fees and expenses would be paid by Aaron's either in addition to or as a part of any payment to the Class. If this request is not granted, Class Counsel may seek to receive a percentage of the money to be paid to the Class. Class Counsel will not bill you for their legal services or costs.

## **DOES THIS CASE AFFECT OTHER ISSUES WITH AARON'S?**

### **20. Does this class action affect my other contracts with Aaron's?**

This Class Action only addresses consumer contract(s) with Aaron's, Inc. entered into in New Jersey during the period from March 16, 2006 to March 31, 2011. This lawsuit does not relate to any rights customers may have with any other contracts with Aaron's, Inc. or with any Aaron's franchise store.

### **21. Does this case address other issues I may have with Aaron's?**

This lawsuit addresses the claims related to the "Return Check" fee provision and the "Service Plus" fee charges. It does not address other issues you may have with Aaron's Inc., including other disputes you may have with Aaron's concerning that contract(s) or transaction(s), any issues with the condition of the goods, the delivery of the goods, Aaron's collection practices, or any invasion of privacy issues.

## **GETTING MORE INFORMATION**

### **22. Are more details available?**

Visit the website [www.AaronsConsumerAction.com](http://www.AaronsConsumerAction.com), where you will find the Court's Order Certifying the Class and Opinion, Ms. Korow's Motion for Class Certification, the Court's Order denying Aaron's, Inc.'s motion to dismiss, Aaron's Inc.'s Answer to the Complaint, a Removal/ Exclusion Request form, and other information. You may also request additional information from the lawyers appointed by the Court to represent the Class members. Their contact information is in the response to Question #17.

Dated: December 27, 2016