

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

MARGARET KORROW, on behalf of herself
and others similarly situated,

Plaintiff


vs.

AARON'S, INC. and John Does 1-25

Defendant.

Civil Action
No. 3:10-cv-06317
MAS-LHG

~~PROPOSED~~
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

THIS MATTER presented for hearing before the Honorable Lois H. Goodman, U.S.M.J., in order for this Court to conduct a preliminary hearing to determine whether the proposed Settlement Agreement between the parties is fair, reasonable and adequate, to provisionally decertify the Class and two Subclasses certified on July 31, 2013, to provisionally certify the Settlement Class, to appoint ~~ment~~ Settlement Class Counsel and the Class Representatives, to provide Notice to the Settlement Class, and to schedule a Fairness Hearing; and the Plaintiff and Settlement Class members being represented by Settlement Class Counsel and Defendant being represented by its attorneys; 

AND THE COURT, having read and considered the Settlement Agreement and other papers submitted jointly by counsel for the parties, having reviewed and considered the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement, and the declarations submitted in support of the motion, the oral arguments of counsel presented to the Court, if any, and all papers filed and proceedings taken herein, and for good cause appearing, the Court finds the following:

1. This litigation was commenced by Plaintiff as a class action against Defendant in the Superior Court of New Jersey, Law Division, Middlesex County, and removed to this Court by the Defendant.

2. In her class action Complaint, Plaintiff alleged that Defendant violated various statutes in connection with her consumer lease agreement with Aaron's, Inc., including, but not limited to, Truth-in-Consumer Contract, Warranty, and Notice Act, N.J.S.A. § 56:12-14 *et seq.* ("TCCWNA"), the Consumer Fraud Act, N.J.S.A. § 56:8-1, *et seq.* ("CFA"), the Retail Installment Sales Act, N.J.S.A. § 17:16C-1, *et seq.* ("RISA"), New Jersey Usury Statute, N.J.S.A. § 2C:21-19, and the New Jersey Uniform Commercial Code ("NJUCC"), Article 2A, N.J.S.A. § 12A:2A-101, *et seq.*

3. Aaron's, Inc. denies the allegations in the Litigation, as well as any wrongdoing and/or liability arising out of Plaintiff's claims in the Litigation.

4. Plaintiff and Defendant and their respective counsel previously participated in a day-long mediation before the Honorable John J. Hughes, U.S.M.J. (Ret.), a settlement conference before the Honorable Michael S. Shipp, U.S.D.J., and a two-day settlement conference before Magistrate Judge Goodman, and ultimately reached a settlement of Plaintiff's individual and Class claims, and determined that further prosecution and defense of the individual claims, Class claims and Counterclaim could be protracted, burdensome, and expensive, and that it is desirable, fair, and beneficial to the Class and all Parties that the Litigation now be fully and finally compromised, settled, and terminated as an appropriate resolution to this Litigation.

5. Plaintiff and her counsel have determined that the terms of the settlement, as expressed in this Settlement Agreement, are adequate, fair, and reasonable and in the best interest of the Settlement Class.

6. Plaintiff now requests preliminary approval of a Settlement Class pursuant to Fed. R. Civ. P. 23(b)(3).

7. Pursuant to District of New Jersey Local Civil Rule 72.1(a), the Parties have consented to the jurisdiction of the Hon. Lois H. Goodman, U.S.M.J., over the motions for preliminary and final Court approval of the Settlement Agreement contained herein and over any other motions or

applications that may be filed to enforce the terms and or implementation of this Settlement Agreement.

8. A.B. Data, Ltd., the entity that Settlement Class Counsel have selected to serve as the Settlement Administrator subject to Court approval, has represented that it will comply with the provision in the Settlement Agreement regarding the service of the Notifications to appropriate officials as required by the Class Action Fairness Act ("CAFA") (28 U.S.C. §1332(d), §1715), and simultaneously copy Settlement Class Counsel and defense counsel on that communication.

NOW, THEREFORE IT IS HEREBY ORDERED THAT:

9. The following Class and two subclasses

The Class

All natural persons who entered into a rent-to-own contract with Defendant Aaron's, Inc. in New Jersey from March 16, 2006, through and including March 31, 2011.

CFA-"Prorated" Amount Sub-Class

All members of the Class as defined above who paid Defendant Aaron's, Inc., a first monthly payment that included a "prorated" amount.

CFA-"Service Plus" Fee Sub-Class

All members of the Class as defined above who paid Defendant Aaron's, Inc., a first monthly payment that included a "ServicePlus" fee.

that were certified in accordance with Federal Rule of Civil Procedure ("Rule") 23(a) and 23(b)(3) on July 31, 2013, are provisionally decertified.

10. The motion for Preliminary Approval of the proposed Settlement Agreement is GRANTED, and the Parties are hereby ordered to comply with the schedule as set forth in this Order and to comply with the terms of the Settlement Agreement.

11. The Court has jurisdiction over the subject matter of this action and over all Parties hereto.

12. Pursuant to Fed. R. Civ. P. 23(b)(3), the following Settlement Class is provisionally certified for purposes of settlement:

Those 22,145 natural persons identified on the Class List (as defined the Settlement Agreement) previously provided by Aaron's, Inc., to A.B. Data, Ltd. on December 6, 2016, and updated as provided in this Settlement Agreement to exclude the 17 natural

persons excluded from the Litigation by the Court's June 16, 2017 Consent Order Granting Requests for Exclusion from Certified Class (Doc. 179) and the two business entities that were included in the December 6, 2016 list that Aaron's, Inc. provided to A. B. Data, Ltd.

13. The Court finds that, for the purpose of this Settlement, the requirements of Rule 23 of the Federal Rules of Civil Procedure are satisfied, and that a class action is an appropriate method for resolving the disputes in this litigation. Specifically, the Court finds that the Settlement Class satisfies the prerequisites for class certification in that:

- a. The approximately 22,145 members of the above defined Settlement Class are so numerous that joinder of all members is impracticable.
- b. There are questions of law and fact common to the Settlement Class.
- c. The claims of the Class Representative (appointed below) are typical of the claims of the Settlement Class.
- d. The Class Representative fairly and adequately represents the interests of the Settlement Class. There are no conflicts of interest between the Class Representative and members of the Settlement Class.
- e. The Settlement Class's membership is readily ascertainable, and has in fact been ascertained.
- f. The common issues of law and fact predominate over any questions affecting only individual members of the Settlement Class.
- g. Certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of the claims of Plaintiff and the Settlement Class.

14. The Court finds that the settlement, on the terms and conditions set forth in the Settlement Agreement is fundamentally fair, reasonable, adequate, and in the best interests of the Settlement Class members, especially in light of the benefits achieved on behalf of them, the risk and delay inherent in litigation, and the amount of any potential recovery that could be shared by the Settlement Class members.

15. Pursuant to Fed. R. Civ. P. 23, the Court finds that Plaintiff Margaret Korrow fairly and adequately represents and protects the interests of the Settlement Class and appoints her as Class Representative.

16. Pursuant to Fed. R. Civ. P. 23(g), the Court appoints Plaintiff's attorneys of record, The Wolf Law Firm, LLC, by Andrew R. Wolf and Henry P. Wolfe; Cuker Law Firm, LLC, by Mark R. Cuker; Berezofsky Law Group, LLC, by Michael J. Quirk; and The Law Office of Christopher J. McGinn, by Christopher J. McGinn.

17. The Settlement Agreement provides in part for Defendant to pay the amount of \$5,800,000.00 into the Settlement Fund in full and final settlement of all claims in the Litigation to be used to pay: (i) the cash component of the Settlement to Settlement Class Members; (ii) all costs related to the pre-settlement litigated class certification Notice Administration; (iii) all costs of administering the Settlement, including but not limited to, all costs of Notice, implementation of the Settlement, providing Settlement Relief Packets to Settlement Class Members and the fees of the Settlement Administrator; (iv) an Individual Service Award to the Class Representative; and (v) Attorneys' Fees and Costs of Settlement Class Counsel.

18. A. B. Data, Ltd. is approved as the Settlement Administrator. A. B. Data shall be responsible for administering the settlement according to the terms set forth in the Settlement Agreement and as Ordered herein.

19. Within one day of the entry of this Order, Aaron's shall provide the Settlement Administrator with the Class List (as defined in the Settlement Agreement) it provided to A. B. Data, Ltd. on December 6, 2016 updated in accordance with Paragraph III(a) of the Settlement Agreement. The list shall be subject to the Confidentiality Order.

20. A.B. Data, Ltd. shall update this list as set forth in the Settlement Agreement.

21. The Court finds that the mailing, e-mailing, and website distribution of the Short Form Settlement Class Notice attached hereto as **Exhibit A** in the manner set forth herein and in the Settlement Agreement, in conjunction with making available the Long Form Settlement Class Notice attached hereto as **Exhibit B**, and the Settlement Website as set forth in the Settlement agreement is the best notice practicable under the circumstances, consistent with due process of law,

and constitutes due and sufficient notice of this Order and the settlement to all persons entitled thereto and is in full compliance with the requirements of Fed. R. Civ. P. 23.

22. Within seven days of the date of this Order, A. B. Data, Ltd. shall translate the Short-Form and Long-Form Notice into Spanish so that the Short-Form Spanish Language Notice may be mailed and emailed along with the English version to those persons that Aaron's previously identified as having Spanish as the language used in one or more Aaron's agreements and so that both Spanish Language Notices may be available on the Settlement Website and provided to the Settlement Class Members upon request.

23. Within twenty-one (21) days of the date of this Order, A.B. Data, Ltd. shall cause the Short-Form Notice to be mailed and e-mailed to the Settlement Class Members as set forth in the Settlement Agreement.

24. By no later than seven (7) days prior to the date on which the Mailed Notice is mailed A.B. Data, Ltd. shall convert the current Notice website to a Settlement Website as set forth in the Settlement Agreement.

25. Any Member of the Settlement Class may elect to be excluded from the Settlement Class by opting out of the Settlement Class. Those who desire to exclude themselves must send to the Settlement Administrator at the address set forth in the Notice a signed Request for Exclusion that includes their name, address, and a statement requesting exclusion from the Settlement Class.

26. The date by which a Request for Exclusion must be postmarked or received by the Settlement Administrator shall be 56 days from the date of this Order.

27. Any Member of the Settlement Class may appear, in person or through counsel (at their own expense), at the aforementioned Fairness Hearing and be heard in support of or in opposition to the fairness, reasonableness, and adequacy of the proposed Settlement, award of counsel fees, reimbursement of costs and expenses, and incentive payment to the Class Representative, provided, however, no person shall be heard in opposition to the proposed Settlement or the award, and no

paper or brief submitted by such person shall be received or considered by the Court unless such person has timely filed with the court a written objection and sent a copy to Settlement Class Counsel, Defendant's Counsel and the Court in the manner described in the Notice.

28. Objections not conforming to the requirements set forth in the Notice may be stricken and may be considered or heard by this Court.

29. The date by which any Objections must be filed with the Court and served upon Settlement Class Counsel and Aaron's counsel shall be 56 days from the date of this Order.

30. As any Request for Exclusion is received by A.B. Data, Ltd, and in any event no later than ten (10) calendar days after the Exclusion/Objection Date, the Settlement Administrator shall deliver to Settlement Class Counsel and Defendant's Counsel, a copy of all Requests for Exclusion and a determination by the Settlement Administrator whether each Request for Exclusion was timely received.

31. Within seven days of the deadline for Requests for Exclusion, A.B. Data, Ltd shall serve Settlement Class Counsel and Aaron's Counsel a Certification setting forth the manner by which it fulfilled its obligations under the Settlement agreement and as set forth in this Order and shall include information regarding all requests for exclusion, information regarding the success of the mailing and emailing, and the Notifications to appropriate officials as required by the Class Action Fairness Act ("CAFA").

32. All Class Members who do not submit a valid and timely Request for Exclusion shall be bound by the terms of the Settlement Agreement, the Final Judgment, and all Orders entered by the Court in connection with the Settlement, whether favorable or unfavorable to the Class. All those who submit valid and timely Requests for Exclusion shall have no rights under the Settlement Agreement and shall not be afforded any of the relief described in the Settlement Agreement. Any member of the Settlement Class who excludes himself or herself from the Settlement Class cannot formally object to the terms of the settlement.

33. A Fairness Hearing shall be held before this Court at 2 ~~am~~ p.m., on March 12, 2018 (the day at least 110 days after the entry of this order or sometime that week), at the United States Courthouse, District of New Jersey, 402 E. State Street, Trenton, New Jersey on the proposed Settlement including: (a) whether to grant final approval to the Settlement as fair, reasonable, and adequate, and issue an Order dismissing the Complaint with prejudice; (b) to decide the amount of reasonable attorney's fees and costs to be awarded to Settlement Class Counsel; and (c) whether to approve the incentive payment to Plaintiff. This hearing may be adjourned from time to time without further or prior notice by oral announcement by the Court or by written order.

34. In the event the Settlement Agreement, or any resulting order or judgment, does not receive full and final judicial approval in all material respects, or is reversed, vacated, or modified in any material respect, this Settlement Agreement shall have no force and effect, and the Parties shall be restored to their respective positions as of March 13, 2017, the date of the second settlement conference before Magistrate Judge Goodman. Any findings made by the Court in connection with the approval of the Settlement may not be used for any other purpose. Defendant's agreement to this Settlement shall not be deemed a waiver of its right to object to or appeal any classes certified in this action other than the Settlement Class.

IT IS SO ORDERED.

Dated: Nov. 20, 2017

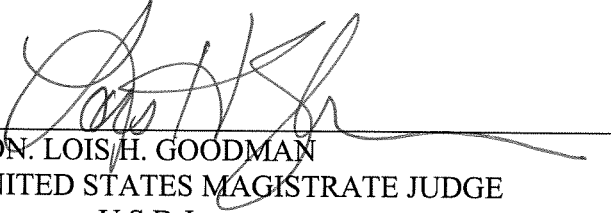

HON. LOIS H. GOODMAN
UNITED STATES MAGISTRATE JUDGE
pp, U.S.D.J.

Exhibit A

A Federal Court Approved This Legal Notice

**You May Obtain a Payment of Approximately \$174
from a Class Action Settlement with Aaron's Inc.**

A proposed class action settlement has been reached in a lawsuit called *Korrow v. Aaron's, Inc.*, Case No. 10-6317. The case is before the United States District Court for the District of New Jersey, which approved this notice to inform you of your rights.

The Court will hold a Fairness Hearing on the proposed Settlement on [DATE], to consider whether to approve the settlement. You may appear at the hearing, but you don't have to.

The lawsuit claims that Aaron's, Inc. violated several New Jersey consumer protection laws by charging certain fees in its rent-to-own contracts. Aaron's denies that it violated any laws.

You are a member of the Settlement Class because you are one of the 22,145 people on the Settlement Class list provided by Aaron's who, according to Aaron's records, entered into a rent-to-own contract at one of its corporate-owned New Jersey stores between March 16, 2006 and March 31, 2011.

What Will the Settlement Class Receive?

Aaron's, Inc. will create a Settlement fund of \$5,800,000. Approximately Two-thirds of the fund, \$3,866,666.67, will be shared by the 22,145 settlement Class Members, who will receive approximately \$174 each. Of the remaining one-third, subject to Court approval, \$10,000 will be paid to the Plaintiff as an award for her efforts, and \$1,923,333.33 will be paid to Class Counsel for attorney's fees and costs, including an estimated \$120,000.00 for the cost of notice and settlement administration.

What Will You Get from the Settlement?

If you remain in the Settlement Class, after the Court approves the Settlement you will receive a check for approximately \$174 in exchange for releasing (giving up) certain claims related to all rent to own agreements you entered into from March 16, 2006 to March 31, 2011 at a New Jersey store owned by Aaron's, Inc. If the Court approves the

settlement, you should receive a check within 6-12 months of your receipt of this notice.

Funds from uncashed checks will be donated to Legal Services of New Jersey, which provides civil legal services to low-income New Jersey citizens.

You Have Three Options

Do nothing and stay in the Settlement Class: You will stay in the Settlement Class and receive the benefits described in this notice in exchange for releasing (giving up) certain legal claims.

Remove yourself from the Settlement Class by [DATE]: This means you will not receive the settlement benefits and will not release (give up) any claims. To remove yourself, you need to send a writing saying you wish to be removed from the settlement that contains your name, address, and signature to Aaron's Consumer Action, c/o A.B. Data, Ltd., PO Box 170500, Milwaukee, WI 53217. Your request must be postmarked or received by [DATE].

Stay in the Settlement Class and file an objection with the Court by [DATE]: If you stay in the Class, and wish to object, you may do so by no later than [DATE] by filing an objection with the Court, and serving copies to Class Counsel and counsel for Aaron's by [DATE] at the following addresses:

The Court

Clerk of the United States District Court
Aaron's Settlement, Civil Action No.: No. 10-6317
Room XXX, District Court of New Jersey
402 East State Street, Trenton, NJ 08608

Aaron's Attorneys:

Class Counsel:

Any objection must describe each objection, the related facts, and a description of any legal

authorities; state whether you intend to appear at the Fairness Hearing; and include a list of any witnesses and the facts or opinions to which they will testify, any oral deposition testimony or affidavit that will be presented, and copies of any exhibits you may offer. Any written objection and supporting documentation must be received by the Court, Class Counsel, and Defendants by **[DATE]**.

More Information Is Available

A more detailed Notice, which includes information on what claims you will be releasing is available at www.AaronsConsumerAction.com. The website also includes other documents from this lawsuit. You may request a copy of the more detailed Notice by: calling 866-206-2123 or by sending an email to info@AaronsConsumerAction.com.

You may also contact the Court-appointed Class Counsel who represent the Settlement Class who may be reached via the Settlement Administrator at 866-206-2123 or info@AaronsConsumerAction.com.

Henry P. Wolfe, Esq., Andrew R. Wolf, Esq.
The Wolf Law Firm, LLC
1520 U.S. Highway 130, Suite 101
North Brunswick, NJ 08902

Christopher J. McGinn, Esq.
The Law Office of Christopher J. McGinn
20 Nassau Street, Suite 250W-2
Princeton, NJ 08542-4509

Michael J. Quirk, Esq.
c/o Berezofsky Law Group, LLC
Woodland Falls Corporate Center
210 Lake Drive East, Suite 101
Cherry Hill, NJ 08002-1163

Mark R. Cuker, Esq.
Cuker Law Firm, LLC
One Commerce Square, Suite 1120
Philadelphia, PA 19103

Exhibit B

A Federal Court Approved This Legal Notice

**You May Obtain a Payment of Approximately \$174
from a Class Action Settlement with Aaron's Inc.**

A proposed class action settlement has been reached in a lawsuit called *Korow v. Aaron's, Inc.*, Case No. 10-6317. The case is before the United States District Court for the District of New Jersey, which approved this notice to inform you of your rights. The lawsuit claims that Aaron's, Inc. violated several New Jersey consumer protection laws by charging certain fees in its rent-to-own contracts. Aaron's denies that it violated any laws.

The Court will hold a Fairness Hearing to consider whether to approve the proposed Settlement on [DATE]. You don't have to appear at the hearing, although you may if you would like.

The Settlement Class is made up of 22,145 persons identified by Aaron's as having entered into a rent-to-own contract with Aaron's, Inc. at one of its corporate-owned New Jersey stores between March 16, 2006 and March 31, 2011. If you were sent the Settlement Notice, you are part of the Settlement Class. If you did not receive the Settlement Notice and believe you should have received it, you may contact the Settlement Administrator: Aaron's Settlement c/o A.B. Data, Ltd.; phone: 866-206-2123; PO Box 170500, Milwaukee, WI 53217; info@AaronsConsumerAction.com.

What Will the Settlement Class Receive?

Aaron's, Inc. will create a Settlement fund of \$5,800,000. Approximately two-thirds of the fund, \$3,866,666.67, will be shared by the 22,145 settlement Class Members, who will receive approximately \$174 each. Of the remaining one-third, subject to Court approval, \$10,000 will be paid to the Plaintiff as an award for her efforts on behalf of the Settlement Class, and \$1,923,333.33 will be paid to Settlement Class Counsel for attorneys' fees and costs, including an estimated \$120,000.00 for the cost of the previous class notice and the current settlement administration.

What Will You Receive from the Settlement?

If you remain in the Settlement Class, after the Court approves the Settlement you will receive a check for approximately \$174 in exchange for releasing (giving up) certain claims related to all rent to own agreements you entered into from March 16, 2006 to March 31, 2011 at a New Jersey store owned by Aaron's, Inc. If the Court approves the settlement, you should receive a check within 6-12 months of your receipt of this notice. Funds from uncashed checks will be donated to Legal Services of New Jersey, which provides civil legal services to low-income New Jersey residents.

As a Member of the Settlement Class, You Have Three Options

- 1) **Do nothing and Stay in the Settlement Class:** If you do nothing, you will stay in the Settlement Class and receive the benefits described in this notice in exchange for releasing (giving up) certain legal claims.
- 2) **Remove yourself from the Settlement Class by DATE:** This means you will not receive the settlement benefits and will not release (give up) any claims. The answer to question XX on page XX explains how you may remove yourself.
- 3) **Stay in the Settlement Class and file an objection with the Court by DATE:** If you stay in the Class, and wish to object, you may do so by filing an objection with the Court no later than DATE. The answer to question XX on page XX explains how you may file an objection.

More Information and What Happens Next

The Court will decide whether to approve the Settlement at the Fairness Hearing. You do not need to attend unless you file an objection. More information is available at www.AaronsConsumerAction.com.

You may also contact the Court-appointed Settlement Class Counsel who represent the Settlement Class whose information is in the answer to question XX on page XX.

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2. What is this lawsuit about?
3. What is a class action and who is involved?
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Questions? Visit www.AaronsConsumerAction.com

22. Are more details available?

BASIC INFORMATION

1. 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 had sought money under several New Jersey consumer laws. The lawsuit had sought \$100 per contract per person under the Truth-in-Consumer Contract, Warranty, and Notice Act (TCCWNA), 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 included a "Return Check" fee that is charged when a customer's check is returned "for any reason." The lawsuit claimed that New Jersey's Retail Installment Sales Act (RISA) prohibited this fee, and therefore the contract violated the TCCWNA. All Settlement Class Members entered contracts that included this type of "Return Check" fee.

The lawsuit had also sought money under New Jersey's Consumer Fraud Act (CFA) based on a claim that the "Service Plus" fees paid to Aaron's also violated RISA. Ms. Korrow claimed that the CFA required Aaron's to pay triple the amount a consumer paid for these fee payments, plus interest.

Aaron's denied that it did anything wrong and that the disputed fees violate New Jersey laws. Aaron's position is that the "Service Plus" fee was a completely voluntary charge, which its customers had agreed to in writing in order to receive certain services. Aaron's position is 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. The Court denied Aaron's motions to dismiss both claims and for summary judgment on the Service Plus fee claim.

Aaron's filed a counterclaim against Ms. Korrow and asked the Court to decide whether Ms. Korrow owed it money. Aaron's also claimed that some Class members owe it money and any money obtained for those persons should be reduced by that amount. The Court ruled that Aaron's cannot claim money from Class members in this case.

The Plaintiff and Aaron's, Inc. have agreed to a settlement before going to trial in order to avoid the costs and uncertainties of litigation. The Class Representative and Settlement Class Counsel believe the proposed Settlement is in the best interest of the Settlement Class.

2. 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.

A court can determine that people with similar claims are a "Settlement Class" or "Settlement Class Members." Since everyone in the Settlement Class has the same or similar claims, one court case can

resolve the issues for everyone in the Settlement Class. In this case, Defendants have identified 22,145 persons who meet the definition of the Settlement Class.

More information about why the Court is allowing this Settlement Class to be considered is in the Court's Order Preliminarily Approving the Class Action Settlement available at www.AaronsConsumerAction.com.

3. Am I a Member of the Settlement Class?

The Settlement Class is made up of 22,145 persons identified by Aaron's as having entered into a rent-to-own contract with Aaron's, Inc. at one of its corporate-owned New Jersey stores between March 16, 2006 and March 31, 2011.

If you were sent the Settlement Notice, you are part of the Settlement Class. If you did not receive the Settlement Notice and believe you should have received it, you may contact the Settlement Administrator:

Aaron's Settlement c/o A.B. Data, Ltd.,
phone: 866-206-2123
info@AaronsConsumerAction.com.
PO Box 170500, Milwaukee, WI 53217

4. Who represents me and the other Settlement Class Members?

The Court appointed these attorneys as "Settlement Class Counsel" to represent the Settlement Class who may be reached through the Settlement Administrator at 866-206-2123 or info@AaronsConsumerAction.com.

<p>Andrew R. Wolf, Esq. Henry P. Wolfe, Esq. THE WOLF LAW FIRM, LLC 1520 U.S. Highway 130, Ste. 101 North Brunswick, NJ 08902</p>	<p>Christopher J. McGinn, Esq. THE LAW OFFICE OF CHRISTOPHER J. MCGINN 20 Nassau Street, Ste. 250W-2 Princeton, NJ 08542-4509</p>	<p>Michael J. Quirk, Esq. c/o BEREZOFSKY LAW GROUP, LLC Woodland Falls Corporate Ctr. 210 Lake Drive East, Suite 101 Cherry Hill, NJ 08002-1163</p>
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Together, these attorneys are called "Settlement Class Counsel." They are experienced in handling similar consumer class actions. If you have questions about the Settlement or the information in this notice you may contact any of the attorneys listed above. If you remove yourself from the Settlement Class, they will no longer represent you. You may hire your own attorney to represent you. If you want to be represented by your own lawyer, you will be responsible for paying his or her fees.

THE TERMS OF THE SETTLEMENT

5. What is the proposed Settlement and what will I receive?

Under the Settlement, Aaron's, Inc. will create a Settlement fund of \$5,800,000. Approximately two-thirds of the fund, \$3,866,666.67, will be shared by the 22,145 settlement Class Members, who will receive approximately \$174 each. If people remove themselves from the Settlement Class, their money will be divided among the people who remain in the Settlement Class. Funds from uncashed checks will be donated to Legal Services of New Jersey, which provides civil legal services to low-income New Jersey residents.

If you remain in the Settlement Class and the Court approves the Settlement, you will receive a check for approximately \$174 in exchange for releasing (giving up) certain claims related to all rent to own agreements you entered into from March 16, 2006 to March 31, 2011 at a New Jersey store owned by Aaron's, Inc. If the Court approves the settlement, you should receive your check within 6 months of the **DATE** Fairness Hearing.

Of the remaining one-third, subject to Court approval, \$10,000 will be paid to the Plaintiff as an award for her efforts and to resolve her individual claims, and \$1,923,333.33 will be paid to Settlement Class Counsel for attorneys' fees and costs, including an estimated \$120,000.00 for the cost of the initial Court-Ordered Notice provided in early 2017 and the cost of this settlement administration. The amount sought by Settlement Class Counsel is to compensate Settlement Class Counsel for attorneys' fees and costs incurred in the case from when they began investigating the case before it was filed in October of 2010 through the implementation of the Settlement after final approval of the Settlement.

6. What claims am I giving up by staying in the Settlement Class and receiving benefits?

If you remain in the Settlement Class and the Settlement is approved by the Court, you will be releasing certain claims against Aaron's Inc. and other parties. This means that you are agreeing not to bring any such claim in a lawsuit or other proceeding. If you remain in the Settlement Class, you will release your legal claims as follows:

Each member of the Settlement Class, for themselves, their heirs, successors and assigns, shall and will have released, relinquished, remised, acquitted, and forever discharged the Aaron's, Inc., its parents, subsidiaries, predecessors, successors, present and former officers, directors, employees, shareholders, and representatives of and from any and all claims, counterclaims, remedies, liabilities, debts, demands, costs, expenses, attorneys' fees, set-offs, and third party actions of any kind whatsoever, including all claims for declaratory relief, injunctive relief, statutory damages, punitive damages, and liquidated damages, whether known or unknown, matured or un-matured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued, based on any federal, state, or local law, statute, regulation, or common law, arising out of, or in any way connected to, the claims that were made or could have been made in the Complaint concerning the subject matter of the Complaint including, but not limited to, any and all such claims relating to Aaron's alleged violations of the Truth-in-Consumer Contract, Warranty, and Notice Act, N.J.S.A. § 56:12-14 et seq. ("TCCWNA"), the Consumer Fraud Act, N.J.S.A. § 56:8-1, et seq. ("CFA"), the Retail Installment Sales Act, N.J.S.A. § 17:16C-1, et seq. ("RISA"), New Jersey Usury Statute, N.J.S.A. § 2C:21-19, and the New Jersey Uniform Commercial Code ("NJUCC"), Article 2A, N.J.S.A. § 12A:2A-101, et seq. but only as any claim is related to an agreement that the Settlement Class Member entered into at a New Jersey store owned by Aaron's, Inc. during the period from March 16, 2006 to March 31, 2011.

This release does not prevent you or your heirs, successors or assigns from raising any legal claims, including any released claim, in defense to an action to collect any alleged debt by Aaron's, Inc. or any person or entity to whom Aaron's may have assigned any alleged debt related to any rent to own agreement you entered into from March 16, 2006 to March 31, 2011 at a New Jersey store owned by Aaron's, Inc.

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

YOUR RIGHTS AND OPTIONS

7. How do I participate in the Settlement and receive the benefits?

You will be automatically included in the proposed Settlement unless you remove yourself. If you do not remove yourself and the Settlement is approved, you will receive the benefits described in the answer to Question XX.

8. What if I want to remove myself from the Settlement Class?

If you don't want to give up your claims in exchange for receiving the benefits described in this notice, then you must take steps to remove yourself from the Settlement Class. You may remove yourself by timely submitting a removal request as follows.

Your removal request must include: (1) Your printed name, signature, and mailing address and (2) the statement "I request to be removed from the Aaron's Settlement Class." **Your removal request must be postmarked or received by the Settlement Administrator at the following address by DATE.**

Aaron's Consumer Action, c/o A.B. Data, Ltd.,
PO Box 170500
Milwaukee, WI 53217

Late requests for removal from the Settlement Class may be considered untimely, which would mean you would continue to be a member of the Settlement Class.

9. How may I object to the terms of the Settlement?

Objecting is telling the Court that you do not approve of the Settlement. Only those who have not removed themselves from the Settlement Class may object to the Settlement. At the Fairness Hearing, anyone who stayed in the Settlement Class and who wishes to object must appear in person or through counsel of his or her own choosing, and at his or her own expense, to be heard to the extent allowed by the Court.

Any Class member who does not object in the manner provided above may be deemed to have waived his or her objection and may not be able to object to the fairness, reasonableness, or adequacy of the proposed

Settlement or any payment of Settlement Class attorneys' fees and expenses and payment of the Class Representative's incentive awards.

If you stay in the Class, and wish to object, you may do so by, no later than [DATE], filing an objection with the Court, and providing copies to Class Counsel and attorney for Aaron's at the following addresses:

The Court

Clerk of the United States
District Court
Aaron's Settlement,
Civil Action No.: No. 10-6317
Room XXX, District Court of
New Jersey
402 East State Street,
Trenton, NJ 08608

Aaron's Attorney

Class Counsel

Any objection must:

- 1) describe each objection, the related facts, and any related legal authorities;
- 2) state whether you intend to appear at the Fairness Hearing; and
- 3) include a list of any witnesses and the facts or opinions to which they will testify, any oral deposition testimony or affidavit that will be presented, and copies of any exhibits you may offer.

Any written objection and supporting documentation must be received by the Court, Class Counsel, and Defendants by [DATE]. Objections that are not filed and sent to Class Counsel and Aaron's attorney by this deadline may be considered untimely and not heard by the Court.

10. What is the difference between objecting and removing yourself from the Settlement Class?

Only Settlement Class members may object. Persons who remove themselves are no longer Settlement Class members. You may not object and then remove yourself. You may not remove yourself and then object.

11. What will happen at the Fairness Hearing?

At the Fairness Hearing, presently scheduled for **TIME** on **DATE**, or at a later time as scheduled by the Court, the Judge will decide whether the settlement is fair, reasonable, and adequate and whether it should be given final approval. The Judge will also consider any objections and determine the amount that Settlement Class Counsel will receive in attorneys' fees and expenses and whether payment of the award to the Class Representative should be approved.

You are not required to attend the Fairness Hearing, unless you wish to object to the settlement. You are welcome to attend at your own expense. The Court may adjourn the Fairness Hearing and reschedule it for a different date without further written notice to the Settlement Class.

12. How will I know if the Settlement is approved by the Court?

If the settlement is approved, checks will be mailed to those who did not remove themselves from the Settlement Class. If the Court approves the settlement, you should receive your check within 6 months of the **DATE** Fairness Hearing. You may also contact Settlement Class Counsel for information.

ADDITIONAL INFORMATION

13. How may I get more information?

The website www.AaronsConsumerAction.com contains more information, including the Court's Order Preliminarily Approving the Class Action Settlement, the Complaint, Aaron's Answer, and other documents. You may also contact the lawyers appointed by the Court to represent the Class Members who may be reached through the Settlement Administrator at 866-206-2123 or info@AaronsConsumerAction.com. Their contact information is also in the response to Question #XX.

Dated: