

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF PENNSYLVANIA

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

Plaintiffs,

v.

MCGOWEN ENTERPRISES, INC.,

Defendant.

Civil Action

No. 2:17-CV-02070-BMS

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

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

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

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	This is the only way to get a Settlement Payment. Visit the Settlement website located at www.learymeiclassaction.com to obtain and to electronically submit a Claim Form and supporting documentation. You can also print the Claim Form from the website and then submit it by mail along with any supporting documentation.	DEADLINE: July 2, 2018
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive a Settlement Payment under the Settlement. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against MEI regarding the allegations in the Action ever again.	DEADLINE: July 2, 2018
OBJECT	You may write to the Court about why you object to (<i>i.e.</i> , don’t like) the Settlement and think it shouldn’t be approved. Filing an objection does not exclude you from the Settlement.	DEADLINE: July 2, 2018
GO TO THE “FAIRNESS HEARING”	The Court will hold a “Fairness Hearing” to consider the Settlement and the request for attorneys’ fees and costs of the lawyers who brought the Action. You may, but are not required to, speak at the Fairness Hearing about any objection you filed to the Settlement. If you intend to speak at the Fairness Hearing, you must also include as part of your objection a “Notice of Intention to Appear” to the Court and the parties’ attorneys indicating your intent to do so.	HEARING DATE: October 2, 2018
DO NOTHING	You will not receive a Settlement Payment under the Settlement. You will also give up your right to object to the Settlement and you will be not be able to be part of any other lawsuit about the legal claims in this case.	N/A

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

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BACKGROUND INFORMATION

1. WHY DID I GET THIS NOTICE?

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

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

2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs Alison N. Leary and Timothy M. Leary (the "Named Plaintiffs") filed a lawsuit against MEI on behalf of themselves and all others similarly situated. The lawsuit alleges that MEI violated the Magnuson-Moss Warranty Act by including an illegal tying provision in a written warranty provided to Named Plaintiffs and Class Members. At issue is MEI's LifeTime Engine Guarantee, which is a limited warranty that covers a vehicle's engine from mechanical failure or abnormal wear so long as the purchaser owns the vehicle, provided that the purchaser properly maintains the vehicle in accordance with the warranty's terms. Among other things, the Lifetime Engine Guarantee directs Named Plaintiffs and Class Members to have the oil changed professionally in their vehicle every four months or 4,000 miles, whichever comes first, using only Castrol oil products. Plaintiffs allege that they and all Class Members paid more for oil changes than they

should have paid because Castrol oil may be more expensive than comparable oil products and that they should be allowed to change the oil not only with Castrol oil products, but with similar oil products, without voiding the warranty.

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

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

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

3. WHY IS THIS A CLASS ACTION?

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

4. WHY IS THERE A SETTLEMENT?

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

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

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

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

If you are still not sure whether you are included, you can contact the Claims Administrator for free help about whether you are a Class Member. The email address of the Claims Administrator is learyvmcgowenenterprises@kccllc.com, the U.S. postal (mailing) address is Leary v MEI c/o KCC Class Action Services, P.O. Box 404000, Louisville, KY 40233-4000, and the toll-free telephone number is **1-855-505-1412**.

THE PROPOSED SETTLEMENT

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

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

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

HOW TO REQUEST A SETTLEMENT PAYMENT – SUBMITTING A CLAIM FORM

8. HOW CAN I GET A SETTLEMENT PAYMENT?

To qualify for a Settlement Payment, you must send in a Claim Form by the deadline. A Claim Form is available by clicking [HERE](#) or on the Internet at the website www.learymeiclassaction.com. The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the form, and postmark it by July 2, 2018 or submit it online on or before 11:59 p.m. (Eastern) on July 2, 2018.

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

As described in Sections 17 and 18 below, the Court will hold a hearing on October 2, 2018 at United States District Court, Eastern District of Pennsylvania, Courtroom 13-B, 601 Market Street, Philadelphia, Pennsylvania 19106 to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at www.learymeiclassaction.com. *Please be patient.*

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

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS

10. DO I HAVE A LAWYER IN THIS CASE?

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

11. HOW WILL LAWYERS BE PAID?

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

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

The Named Plaintiffs will request a service award (also known as an "incentive award") of up to \$5,000.00 total for Plaintiffs Alison N. Leary and Timothy M. Leary for their services as class representatives and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Named Plaintiffs. MEI agrees to pay to the Named Plaintiffs the incentive award approved by the Court up to \$5,000.00.

DISMISSAL OF ACTION AND RELEASE OF CLAIMS

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

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

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

14. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

You may exclude yourself from the Settlement Class and the Settlement. If you want to be excluded, you must send a letter or postcard stating: (a) the name and case number of the Action "*Leary, et al. v. McGowen Enterprises, Inc.*, Case No. 17-CV-02070"; (b) your full name, address, and telephone number (email address optional); and (c) a statement that you do not wish to participate in the Settlement, postmarked no later than July 2, 2018 to the Claims Administrator at:

Leary v. MEI
c/o KCC Class Action Services
P.O. Box 404000
Louisville, KY 40233-4000

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

HOW TO OBJECT TO THE SETTLEMENT

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

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and costs. If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must submit a written objection to the Claims Administrator at the address set forth below no later than (*i.e.*, postmarked by) July 2, 2018.

Leary v. MEI
c/o KCC Class Action Services
P.O. Box 404000
Louisville, KY 40233-4000

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

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

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

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

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

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

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

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

FAIRNESS HEARING

17. WHAT IS THE FAIRNESS HEARING?

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

18. WHEN AND WHERE IS THE FAIRNESS HEARING?

On October 2, 2018, 2018 at 10:00 a.m., a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Berle M. Schiller in Courtroom 13-B (Room 13613) of the U.S.

District Court for Eastern District of Pennsylvania, located at 601 Market Street, Philadelphia, PA 19106. The hearing may be postponed to a different date or time or location without notice. Please check www.learymeiclassaction.com for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

19. MAY I SPEAK AT THE HEARING?

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

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

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

ADDITIONAL INFORMATION

20. HOW DO I GET MORE INFORMATION?

To see a copy of the Settlement Agreement, the Court’s Preliminary Approval Order, Class Counsel’s application for attorneys’ fees and costs, and the operative complaint filed in the Action, please visit the Settlement website located at: www.learymeiclassaction.com. Alternatively, you may contact the Claims Administrator at the email address: learyvmcgowenenterprises@kccllc.com, the U.S. postal address (mailing): Leary v MEI c/o KCC Class Action Services, P.O. Box 404000, Louisville, KY 40233-4000, or the toll-free telephone number: 1-855-505-1412.

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

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

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

Leary v. MEI
c/o KCC Class Action Services
P.O. Box 404000
Louisville, KY 40233-4000

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

DATED: _____

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