

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, MISSOURI

ALLY FINANCIAL INC.,)	
)	
Plaintiff and Counterclaim-Defendant,)	
)	
v.)	Case No. 16JE-AC01713-01
)	
ALBERTA HASKINS and)	
DAVID DUNCAN,)	
)	
Defendants and Counterclaimants.)	
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PRELIMINARY APPROVAL ORDER

This matter comes before the Court for consideration of Parties’ Joint Motion for Preliminary Approval of Class Action Settlement (the “Motion”). The Court, having considered and reviewed the Motion, the Parties’ Class Action Settlement Agreement and Release attached to the Motion as Ex. A (the “Agreement”), and all other filings made with the Court related to the Agreement, including all exhibits and attachments to the Motion and the Agreement, and having conducted a hearing,

HEREBY FINDS AS FOLLOWS:

This Court certified two counterclaimant classes in its Order entered May 9, 2018. The Court later modified the definition of those classes by its Order and Order on Disputed Statutes of Limitation both entered November 25, 2019 (the May and November Orders collectively referenced as the “Certification Orders”); and

The Parties have reached a settlement of all claims in this action and executed the Agreement. The Agreement defines the two classes, subject to exclusions, as follows:

Nationwide Class. The “Nationwide Class” means and is composed of each Person (a) who was named as a borrower, co-borrower, obligor, co-obligor, buyer, co-buyer, purchaser, co-purchaser, guarantor, owner, or co-owner in a Covered Contract, (b) whose Covered Contract was secured by

Collateral, (c) whose Collateral was repossessed, voluntarily or involuntarily, and (d) whose Collateral was disposed of during the Class Period.

Missouri Class. The “Missouri Class” means and is composed of each Person (a) who obtained a Missouri Certificate of Title for a motor vehicle identifying Ally as the lienholder as a result of entering into a Covered Contract, or who was named as a borrower, co-borrower, obligor, co-obligor, buyer, co-buyer, purchaser, co-purchaser, guarantor, owner, or co-owner with a Missouri address in a Covered Contract, (b) whose Covered Contract was secured by Collateral, (c) whose Collateral was repossessed, voluntarily or involuntarily, and (d) whose Collateral was disposed of during the Class Period.

Exclusions. Excluded from the Classes is any Person (a) against whom Ally obtained a final judgment during the Class Period for the deficiency remaining under a Covered Contract after disposition of the related Collateral, (b) who filed a Chapter 7 bankruptcy petition after the date of the Person’s pre-sale notice covering Collateral under a Covered Contract and whose Chapter 7 bankruptcy case ended in a discharge, not a dismissal, during the Class Period, (c) who filed a Chapter 13 bankruptcy petition after the date of the Person’s pre-sale notice covering Collateral under a Covered Contract and whose Chapter 13 bankruptcy case is still pending as of the date on which the Court enters the Preliminary Approval Order or ended in a discharge, not a dismissal, during the Class Period, or (d) who timely and validly excluded themselves in compliance with procedures set forth in the Notice of Pending Class Action mailed July 17, 2020 to the Classes (the “Certification Notice”) or in compliance with procedures established by the Court and set forth in Paragraphs 8.1 and 8.2 of this Agreement.

The Class Representatives, as members and representatives of the Classes, and Ally have entered into the Agreement, which memorializes the Parties’ negotiated and agreed-upon settlement, subject to approval of the Court.

The Parties request in the Motion that the Court preliminarily approve the Agreement as set forth in the Motion. The Court finds the Agreement is fair, reasonable, and adequate under Mo. Sup. Ct. R. 52.08 and should be preliminarily approved.

NOW THEREFORE, upon careful consideration of the Motion, and after reviewing the Agreement and making an independent judicial investigation into the allegations and defenses of the Parties, and for good cause shown,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. The definitions in the Agreement are incorporated by reference into this Preliminary Approval Order. Unless stated otherwise, capitalized terms used in this Order are intended to have the meanings given to them in the Agreement.

2. Under Mo. Sup. Ct. R. 52.08(e), the Agreement is preliminarily approved as fair, reasonable, and adequate to the Classes, subject to a final determination at the Final Hearing described in paragraph 18 of this Order.

3. The Court finds that the revised definitions of the Nationwide Class and Missouri Class, subject to the Exclusions, do not materially change the classes defined in the Certification Orders and hereby approves the revised definitions as set forth in the Agreement pursuant to Mo. Sup. Ct. R. 52.08(d).

4. In the Certification Order, the Court appointed Haskins and Duncan as Class Representatives and, their counsel, Martin L. Daesch and Jesse B. Rochman of the law firm OnderLaw, LLC, as Class Counsel. They will continue to serve in their respective capacities on behalf of the Classes and for all matters relating to the Agreement, including the Final Hearing, subject to further Order of the Court.

5. The Court retains subject-matter and personal jurisdiction over the Classes to evaluate the fairness, reasonableness, and adequacy of the Agreement and to consider entry of the Final Approval Order.

6. The Class Mail Notice as set forth in **Exhibit A** to the Agreement is approved.

7. The Long-Form Notice as set forth in **Exhibit B** to the Agreement is approved.
8. The Parties are authorized to make nonmaterial changes to the Class Mail Notice and Long-Form Notice if Class Counsel and Ally's Counsel agree.
9. The Court approves the appointment of First Class Inc. as Settlement Administrator under the Agreement and directs it to discharge its duties as set forth in the Agreement.
10. The Settlement Administrator is authorized to establish the QSF and QSF Account as provided in the Agreement.
11. The Class Mail Notice in a form substantially the same as that set forth in **Exhibit A** to the Agreement must be mailed by the Settlement Administrator by first-class mail, postage prepaid, to all Classes Members within thirty (30) Business Days after Ally provides the information described in paragraph 14.1 of the Agreement.
12. The Long-Form Notice in a form substantially the same as that set forth in **Exhibit B** to the Agreement must be posted by the Settlement Administrator on the Settlement Website (www.allynoticeclass.com) after entry of this Preliminary Approval Order as provided in the Agreement.
13. The Long-Form Notice in a form substantially the same as that set forth in **Exhibit B** to the Agreement must be mailed by the Settlement Administrator by first-class mail, postage prepaid, to any Class Member promptly after receipt of a request from any Class Member.
14. The Agreement contemplates a notice methodology that protects the interests of the Parties and the Class Members and provides the best notice practicable under the circumstances and is reasonably calculated to apprise the Class Members of the pendency of the

Litigation and proposed settlement, and their right to opt out and exclude themselves from, or object to, the proposed settlement and the Agreement. In addition, the Court finds the notice methodology is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice of the proposed settlement and the Agreement and meets all requirements of law, including, but not limited to, Mo. S. Ct. R. 52.08 and the Due Process Clause of the Fourteenth Amendment of the United States Constitution and the Missouri Constitution.

15. Prior to the Final Hearing, Class Counsel will cause the Settlement Administrator to serve and file a sworn statement of a person with knowledge, evidencing compliance with this Order concerning mailing of the Class Mail Notice and the posting and mailing of the Long-Form Notice.

16. Any Class Member who desires exclusion as a Class Member must mail a request to Opt-Out to the Settlement Administrator. To be valid, the request to Opt-Out must be postmarked no later than **July 13, 2021**. The request to Opt-Out must: (a) be in writing, (b) signed by the Class Member and all other Class Members on the applicable Covered Contract, (c) state the name, address, telephone number, account number, and last four digits of the Social Security Number of the Class Member and all other Class Members on the applicable Covered Contract, (d) include a statement that the Class Member and all other Class Members on the applicable Covered Contract request to Opt Out of the Classes, and (e) include a reference to “*Ally Financial Inc. v. Haskins*, Case No. 16JE-AC01713-01.” An Opt-Out request must also comply with the additional requirements of paragraph 8.1 of the Agreement. Any Class Member who does not properly and timely request Opt-Out as a Class Member will be fully, finally, and forever a Class Member included in the applicable Classes and bound by the settlement reflected

in the Agreement if approved by the Court..

17. Class Counsel and Ally's Counsel will provide to the Court, on or before the Final Hearing Date, a list of all Persons, by reference to a unique identifier and last four digits of the Person's Social Security Number, who have timely mailed a valid Opt-Out request.

18. The Final Hearing will be held before the undersigned at 1:30 p.m. on August 9, 2021, at the Twenty-Third Judicial Circuit, Division 13, 300 Main Street, Hillsboro, Missouri 63050. At the Final Hearing, the Court will consider: (a) the fairness, reasonableness, and adequacy of the Agreement; (b) the entry of a Final Approval Order and Final Judgment; (c) the application for an Incentive Award for the services rendered by the Class Representatives; (d) the application for a Fee Award and Cost Award by Class Counsel; and (e) other related matters. The Final Hearing may be conducted remotely, postponed, adjourned, or continued by the Court without further notice to Class Members.

19. Any Class Member who has not timely and validly Opted Out of the Classes may object, at the Class Member's own expense, to Court approval of this Agreement or any requested Incentive Award, Cost Award, or Fee Award. Such an objection must (a) be in writing, (b) be filed with the Court and served on Class Counsel and Ally's Counsel at the addresses set forth in Paragraph 2 of the Agreement on or before the deadline set forth in the Preliminary Approval Order, and (c) include (i) the objecting Class Member's name, address, telephone number, account number, email address (if available), and last four digits of the Class Member's Social Security Number, (ii) if the objecting Class Member is represented by counsel, the name, address, telephone number, and email address (if available) of the counsel, (iii) a specific statement of each objection asserted, (iv) a description of any facts or legal authorities on which each objection is based, (v) all documents and other evidence on which the objecting Class

Member intends to rely, including each of the expert's opinions and the factual and substantive bases for that opinion, (vi) the name, address, telephone number, and email address (if available) of each expert and each witness on whose testimony the objecting Class Member intends to rely, (vii) a statement whether the objecting Class Member intends to appear at the Final Hearing in person or through the designated counsel, (viii) the name, court, and docket number associated with any other class-action settlement where the objecting Class Member has objected (whether through a formal appearance or otherwise) or provided legal assistance with respect to an objection; (ix) the name, court, and docket number associated with any other class-action settlement where the objecting Class Member's counsel has appeared as an objector's attorney or provided legal assistance with respect to an objection; and (x) a reference to "*Ally Financial Inc. v. Haskins*, Case No. 16JE-AC01713-01." Objections to the settlement or the Agreement must be filed by Class Members and served upon Class Counsel and Ally's Counsel no later than **July 13, 2021**.

20. No Objection to or other comment concerning the Settlement Agreement will be heard unless timely filed under the guidelines specified above and in the Agreement. Class Counsel and Ally's counsel must promptly furnish each other with copies of all objections or written requests to Opt-Out that come into their possession.

21. Any Settlement Class Member who does not make his or her objection in the manner provided in this Order will be deemed to have waived any such objection and will forever be foreclosed from making any objection to the Agreement, including but not limited to, the propriety of class certification, the adequacy of any notice, or the fairness, adequacy or reasonableness of the Agreement. The procedures and requirements for filing objections to the Agreement should ensure the efficient administration of justice and the orderly presentation of

any Class Members' objections to the Agreement, in accordance with the Class Members' due process rights. Objectors who fail to properly or timely file their objections with the Clerk of the Court with the required information and documentation set forth above, or fail to serve them as provided above, will not be heard during any hearings and the Court will not consider their objections.

22. Submissions of the Parties relative to the Agreement, including memoranda to support the Agreement, applications for an Incentive Award, Fee Award, or Cost Award must be filed with the Clerk of the Court and served upon counsel of record at least fifteen (15) days prior to the Final Hearing. Any attorney appearing for a Class Member, at the Class Member's expense, to object to the Agreement, or to any application for an Incentive Award, Fee Award or Cost Award, must file with the Clerk of Court and serve upon Class Counsel and Ally's Counsel a written notice of appearance at least ten (10) days prior to the Final Hearing.

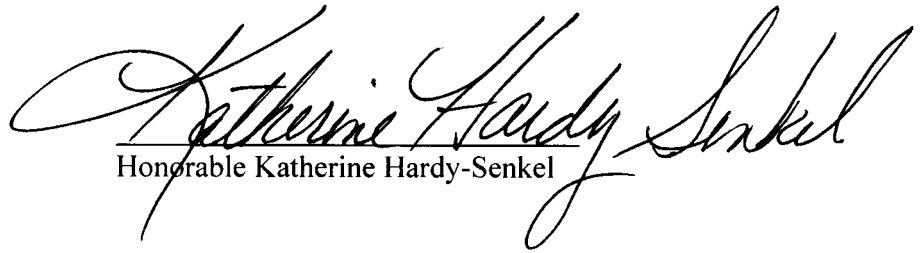
23. All other events contemplated under the Agreement to occur after entry of this Preliminary Approval Order and before the Final Hearing are governed by the Agreement and the Class Mail Notice and Long-Form Notice, to the extent not inconsistent with this Preliminary Approval Order. Class Counsel and Ally's Counsel are directed to take such further actions as required by the Agreement.

24. All proceedings in the Litigation, other than as may be necessary to carry out the terms and conditions of the Agreement, are stayed pending the Final Hearing. Class Members are preliminarily enjoined, after the deadline for Opt-Out requests, from initiating or prosecuting any other action, suit, or proceeding in any forum or before any governmental authority, either individually or as part of or on behalf of a class or in any other capacity, based on or alleging any Released Claim, pending the entry of the Final Approval Order and the Final Judgment or a final

order denying approval of this Agreement.

IT IS SO ORDERED

Date: March 19, 2021


Honorable Katherine Hardy-Senkel