IN THE CIRCUIT COURT OF LAFAYETTE COUNTY, MISSOURI

PRESTIGE FINANCIAL SERVICES, INC. Plaintiff/Counterclaim Defendant, vs. DONALD MANSELL and BRENDA MANSELL, Defendants/Counterclaim Plaintiffs.	)	Case No. 23LF-CV00623-01

AMENDED ORDER FOR CLASS ACTION CERIFICATION

BE IT REMEMBERED that on the 17th day of December, 2024, the parties appeared by their attorneys and *Counterclaimants' Motion for Class Certification* was heard and taken under advisement.

BE IT FURTHER REMEMBERED that on the 29th of May, 2025, the parties appeared by their attorneys and were directed to provide research to the Court concerning issues on *Counterclaimants' Motion for Class Certification.*

BE IT FURTHER REMEMBERED that on the 26th day of June, 2025, the Court issued an Order granting *Counterclaimants' Motion for Class Certification* with restrictions to prevent individuals without standing because of lack of damages from being included in the class.

BE IT FURTHER REMEMBERED that on the 3rd day of July, 2025 a telephone conference hearing was held on *Mansell's Emergency Motion to Amend the Class Definition or Clarify the Class Certification Order* wherein the parties appeared by their attorneys and both agreed the Court's June 26, 2025 Order should be set aside because it defined an improper "fail-safe" class and said Order was set aside by the Court pursuant to the agreement of the parties.

NOW on this 18th day of July, 2025, after hearing the argument of counsel and review of the file and research provided, finds as follows:

1. On June 28, 2023, Plaintiff/Counterclaim Defendant, Prestige Financial Services, Inc., initiated this case by the filing of a *Petition on Contract* alleging Defendants/Counterclaim Plaintiffs, Donald Mansell and Brenda Mansell, owed it a deficiency as a result of nonpayment of a loan with Counterclaim Defendant.

2. On August 16, 2023, Counterclaim Plaintiffs filed their *Answer and Counterclaim* wherein they alleged Counterclaim Defendant was liable to them as a result of erroneous and misleading pre-sale and post-sale notices sent to them by Counterclaim Defendant.

3. On September 12, 2023, Counterclaim Defendant filed an *Amended Petition on Contract.*

4. On September 21, 2023, Counterclaim Plaintiffs filed an *Amended Answer and Counterclaim* adding allegations Counterclaim Defendant was subject to a class action against it.

5. On October 8, 2024, Counterclaim Plaintiffs filed their *Counterclaimants' Motion for Class Certification.*

6. On December 17, 2024, Counterclaim Plaintiff Brenda Mansell withdrew her request to act as a class representative.

7. Counterclaim Plaintiff Donald Mansell and his attorney, Ben McIntosh have satisfied the requirements of Rules 52.08(a) and 52.08(b)(3) concerning certification of a class and their representation of the class of individuals that were sent erroneous and misleading pre-sale and/or post-sale notices by Counterclaim Defendant[1].

8. That with the exception of North Dakota, all other states of the United States have similar rules to Missouri with regards to pre-sale and post-sale notice requirements.

[1] It is still the Court's belief that under Missouri law, to have standing to bring an action against another, a party must have suffered damages as a result of another party's conduct which in this case, the individual must have received and been misled by Counterclaim Defendant's pre-sale and post-sale notices. However, pursuant to the parties' agreement that that restriction would create and improper "fail-safe" class, the Court has removed the requirement that to be a member of the class an individual must have received and been misled by the notices.

IT IS THEREFORE ORDERED by the Court as follows:

1. The Motion for Class Certification is granted for the class of individuals who were residents of the United States at the time they received pre-sale and/or post-sale notices sent by Counterclaim Defendant within the applicable statute of limitations.

2. Excluded from the Class are (1) persons whom Counterclaim Defendant has obtained a final deficiency judgment against; (2) persons who filed for bankruptcy after the date on their pre-sale notice and who had such consumer debt discharged in bankruptcy; (3) all persons sent pre-sale notices following the templates bates labeled PF0003171, 3175, 3469, 3230, 3253, and 3490; and (4) persons who resided in North Dakota at the time Counterclaim Defendant sent such persons a pre-sale or post-sale notice.

3. Counterclaim Plaintiff Donald Mansell is appointed the class representative.

4. Benjamin S. McIntosh is appointed as Class Counsel.

5. The parties shall send notice to all class members who can be identified through reasonable effort and submit a proposed notice complying with Rule 52.08(c)(3) to the Court for approval. The parties shall submit one joint notice showing each party's position where the parties disagree within 30 days after this Order.

6. Counterclaim Defendant, shall within 30 days after this Order, furnish Class Counsel with the names, last known addresses, telephone numbers, and social security numbers for each class member on a computer spreadsheet format accessible by Class Counsel.

7. In a similar spreadsheet furnished within 30 days, Counterclaim Defendant must identify all persons it claims are excluded from the class due to deficiency judgments or bankruptcy and provide the court and case number for each judgment or bankruptcy to allow Class Counsel to verify whether such individuals are properly excluded from the class.

8. Counterclaim Defendant shall also furnish Class Counsel with copies of the installment contract, pre-sale, and post-sale notices for each class member within 60 days after this Order.

9. Counterclaim Defendant shall inform Class Counsel of the proposed statutes of limitations it used to generate the class list. If the parties cannot agree on the proposed statutes of limitations, either party may file a motion with the Court for determination.

