

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS, MISSOURI
TWENTY-SECOND JUDICIAL CIRCUIT

GEORGE OCHOA, ET AL.,)
)
Plaintiffs,)
)
v.)
)
1ST FINANCIAL FEDERAL)
CREDIT UNION)
)
Defendant.)

Cause No. 1922-CC10792
Division 1

FILED

JUN - 6 2022

22ND JUDICIAL CIRCUIT
CIRCUIT CLERK'S OFFICE
BY MS DEPUTY

Final Approval Order

Upon careful review, consideration of the record, and making an independent judicial investigation into the allegations and defenses of the parties, and considering the "Class Action Settlement Agreement and Release" dated February 18, 2022 (the "Agreement"), the evidence and arguments of counsel as presented at the Fairness Hearing held on June 6, 2022, the memoranda filed with this Court, and all other filings for the parties' settlement as memorialized in the Agreement (the "Settlement"); and for good cause shown, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. **Incorporation of Other Documents.** This Final Approval Order incorporates:
 - a. The Agreement, filed with this Court about February 18, 2022; and
 - b. The following exhibits to the Agreement: (i) Schedule A (Proposed Distribution Schedule of "Net Distributable Settlement Fund"); (ii) Exhibit A (Class Mail Notice); (iii) Exhibit B (Long-Form Notice available to the Settlement Class); (iv) Exhibit C (list of members of the Settlement Class).

Unless otherwise provided, all capitalized terms in this Final Approval Order have the same meaning as those terms in the Agreement.

2. **Jurisdiction.** Because adequate notice was disseminated and all potential members of the Settlement Class (as defined below) were given notice of and an opportunity to opt out of the Settlement, the Court has personal jurisdiction over all members of the Settlement Class. Because notice was sent to all Settlement Class Members according to a methodology that protected the interests of the parties and the Settlement Class Members and that provided the best notice practicable under the circumstances in compliance with Missouri Supreme Court Rule 52.08, due-process requirements, and any other legal requirements, the Court's jurisdiction extends even to Settlement Class Members who might not have received *actual* notice of the Settlement. The Court also has subject-matter jurisdiction over the Litigation, including, without limitation, jurisdiction to approve the proposed Settlement, to grant final certification of the Settlement Class, to dismiss the Litigation against Alltru Federal Credit Union ("Alltru") with prejudice¹, and to enter the accompanying Final Judgment.

3. **Final Class Certification.** The Settlement Class, which this Court previously certified preliminarily (by modifying the class definition provided in the Court's June 9, 2021, order), is finally certified under Missouri Rule of Civil Procedure 52.08. The Settlement Class is defined as: All persons with a secured collateralized loan or financing agreement with Alltru where the collateral was repossessed and to whom, from July 3, 2013, until June 18, 2018, Alltru mailed a presale notice stating "will or will not, as applicable" or a post-sale notice. Excluded from the Settlement Class are persons, who might otherwise fall within the Settlement Class's scope, against whom Alltru has obtained a final deficiency judgment or who filed for bankruptcy after the date on the presale notice they were mailed concerning the repossession of their personal-property collateral and whose bankruptcy ended in discharge unless the bankruptcy trustee

¹ Alltru Federal Credit Union is the correct legal name for the entity that was formerly known as 1st Financial Federal Credit Union

employed special litigation counsel to pursue claims against Alltru. The Court finds the Settlement Class fully satisfies all the requirements of Missouri Rule of Civil Procedure 52.08 and due process.

4. No person timely excluded themselves from the Settlement Class.

5. **Adequacy of Representation.** There are no apparent conflicts of interest between George Ochoa (“Ochoa”) and Jessica Baker (“Baker”) and the Settlement Class, or among the members of the Settlement Class, and Ochoa, Baker, and Class Counsel will fairly and adequately represent and protect the interests of the Settlement Class. Ochoa, Baker, and their counsel, Martin L. Daesch and Jesse B. Rochman of the law firm OnderLaw, LLC (Class Counsel), have satisfied the requirements of Rule 52.08 and are appointed and approved, respectively, as Class Representatives of the Settlement Class and Counsel for the Settlement Class. The Court notes further that Baker is acting on behalf of and for the benefit of the heirs of Jerome Talamante (“Talamante”) with respect to her individual claims and her standing to be a Class Representative. Baker replaced Stuart Radloff (“Radloff”) in this Litigation. Radloff previously asserted claims in the Litigation on behalf of Talamante’s bankruptcy estate, but those claims were ceded to Talamante’s heirs (Talamante is deceased) after the bankruptcy estate relinquished its interest in the claims and was closed. Hence, Baker was substituted for Radloff and is acting on behalf of and for the benefit of Talamante’s heirs.

6. **Class Notice.** The Court finds that the notice to the Settlement Class (both the Class Mail Notice and the Long-Form Notice available on the website or upon request) and its distribution to the Settlement Class as implemented under the Agreement and the Preliminary Approval Order:

a. Constituted the best practicable notice to the members of the Settlement Class under the circumstances of this Litigation;

b. Constituted notice reasonably calculated, under the circumstances, to apprise the members of the Settlement Class of (i) the pendency of this Litigation and the proposed Settlement, (ii) their right to exclude themselves from the Settlement Class and the proposed Settlement, (iii) their right to object to any aspect of the proposed Settlement (including, but not limited to: final certification of the Settlement Class; the fairness, reasonableness, or adequacy of the Settlement as proposed; the adequacy of the Class Representatives' and/or Class Counsel's representation of the Settlement Class; the proposed awards of attorney's fees and expenses; and the proposed incentive award), (iv) their right to appear at the Fairness Hearing if they did not exclude themselves from the Settlement Class, and (v) the binding effect of the Orders and Judgment in the Litigation on all members of the Settlement Class who did not request exclusion;

c. Constituted notice that was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to be provided with notice; and

d. Constituted notice that fully satisfied Missouri Rule of Civil Procedure 52.08, due process, and any other applicable law.

7. **Final Settlement Approval.** The terms and provisions of the Agreement, including all exhibits, have been entered into in good faith through arm's length negotiations, and not as the result of fraud or collusion. The Agreement is fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members, and in full compliance with all requirements of the laws of Missouri, the United States Constitution (including the Due Process Clause), and any other applicable law. The

Parties are directed to implement and consummate the Agreement according to its terms and provisions.

8. **Binding Effect.** The Agreement, this Final Approval Order, and the accompanying Final Judgment shall be forever binding on the Class Representatives, all the Settlement Class Members, and their respective heirs, executors, administrators, assigns, predecessors, and successors, and any other person claiming by or through any or all of them. The Agreement, this Order, and the accompanying Final Judgment shall have *res judicata* and other preclusive effect as to the “Releasers” for the “Released Claims” as against the “Released Persons,” all as defined in the Agreement.

9. **Releases.** The Settlement Class Members (*i.e.*, those members of the Settlement Class who did not timely opt out) shall be bound by the Releases provided in Paragraph 6 of the Agreement, which is incorporated into this Order, regardless of whether such persons received any compensation under the Agreement or Settlement. The Releases are effective as of the date of this Final Approval Order and the accompanying Final Judgment. The Court expressly adopts all defined terms in the Agreement.

10. **Enforcement of Settlement.** Nothing in this Final Approval Order or the accompanying Final Judgment shall preclude any action by any Party to enforce the terms of the Agreement.

11. **Claimed Deficiencies.** The Court has made an independent judicial investigation into the allegations and defenses of the parties. The Court holds that under Missouri law, Alltru accrued no right to deficiency balances for the Class Representatives and the Settlement Class because the “presale” and “post-sale” notices sent by Alltru to Class Representatives and members of the Settlement Class failed to comply with the Missouri UCC. *Gateway Aviation,*

Inc. v. Cessna Aircraft Co., 577 S.W.2d 860 (Mo.App.1978) (“any right to a deficiency accrues only after strict compliance with the relevant statutes”). Upon the Effective Date of the Settlement, Alltru must write off the claimed deficiency balances and cease all collection efforts regarding the loans that are the subject of the Litigation.

12. **Additional Payment to Class Representatives.** The Court awards \$10,000 to Ochoa and \$5000 to Baker to be paid from the Cash Fund as an incentive award for their services as Class Representatives in this Litigation.

13. **Attorney’s Fees and Expenses.** Class Counsel are awarded \$ 30,000 from the Cash Fund representing an allocated share of expenses and court costs Class Counsel has incurred and advanced for the Litigation and Settlement, which shall be deducted from the Cash Fund as defined in the Agreement. The Court also awards Class Counsel attorney’s fees of \$ 3,800,000 representing approximately 16.2% percent of the “Gross Settlement Fund” as defined in the Agreement, which award is to be deducted from the Cash Fund. The Court finds and concludes that each of the above awards to Class Counsel for work and services for the Litigation and Settlement is reasonable, and regarding this finding, specifically finds:

- a. The Court is acquainted with all the issues involved and the work performed by Class Counsel.
- b. Through their settlement negotiations, and by obtaining preliminary and final approval of the Settlement Agreement, Class Counsel and Class Representatives achieved exceptional results on behalf of the Settlement Class with the total quantifiable benefit conferred on the Settlement Class valued at approximately \$ 23,410,000
- c. The issues involved were novel and complex and justify the fee award.

- d. The demands of the settlement approval process and class administration forced Class Counsel to dedicate considerable resources to this lawsuit.
- e. Class Counsel are experienced and highly skilled class action and consumer litigators with a reputation justifying the fee award.
- f. The fee award is less than that granted in similar cases involving complex litigation or in the class-action context.
- g. The Agreement and Long-Form Notice informed the Settlement Class that Class Counsel would apply for fee awards in the amounts requested. No member of the Settlement Class has objected to such awards or the Settlement.

14. **No Other Payments.** The preceding paragraphs of this Final Approval Order preclude, without limitation, all claims for attorney's fees and expenses, costs, or disbursements incurred by Class Counsel or by any other counsel representing Class Representatives or the Settlement Class, or incurred by Class Representatives or the Settlement Class Members, or any of them, in connection with or related in any manner to this Litigation, the Settlement of this Litigation, the administration of such Settlement, and/or the Released Claims, except to the extent otherwise specified in this Final Approval Order or the Agreement.

15. **Retention of Jurisdiction.** The Court has jurisdiction to enter this Final Approval Order and the accompanying Final Judgment. Without affecting the finality of this Final Approval Order and the accompanying Final Judgment, this Court expressly retains jurisdiction on all matters relating to the administration and enforcement of the Agreement and Settlement and of this Final Approval Order and the accompanying Final Judgment, and for any other necessary purpose as permitted by law, including, without limitation:

a. enforcing the terms and conditions of the Agreement and Settlement and resolving any disputes, claims, or causes of action that, in whole or in part, are related to the administration and/or enforcement of the Agreement, Settlement, this Final Approval Order, or the Final Judgment (including, without limitation, whether a person is or is not a member of the Settlement Class or a Settlement Class Member; and whether any claim or cause of action is or is not barred by this Final Approval Order and the Final Judgment);

b. entering such additional Orders as may be necessary or appropriate to protect or effectuate the Court's Final Approval Order and the Final Judgment and/or to ensure the fair and orderly administration of the Settlement and distribution of the Settlement Fund, including presiding over any garnishment actions; and

c. entering any other necessary Orders to protect and effectuate this Court's retention of continuing jurisdiction.

16. **No Admissions.** Neither this Final Approval Order, nor the accompanying Final Judgment, nor the Agreement, nor any of its terms or provisions, nor any of the negotiations between the Parties or their counsel, nor any action taken to carry out this Order or the Final Judgment, is, may be construed as, or may be used as an admission or concession by or against any of the Parties or the Released Persons of the validity of any claim or liability, any alleged violation or failure to comply with any law, any alleged breach of contract, any legal or factual argument, or any contention or assertion. Entering into or carrying out the Agreement, and any negotiations or proceedings related to it, shall not in any event be construed as, or deemed evidence of, an admission or concession as to the Parties' denials, defenses, factual or legal positions, and shall not be offered or received in evidence in any action or proceeding against

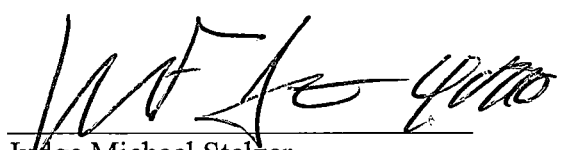
any party in any court, administrative agency, or other tribunal for any purpose whatsoever, except as necessary in a proceeding to enforce the terms of this Order and the Agreement or to prove or show that a compromise in settlement of the Released Claims per the Agreement, in fact, was reached; provided, however, that this Order and the Agreement may be filed in any action against or by Alltru or the Released Persons (any or all of them) to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

17. **Dismissal of Litigation Against Alltru.** The Litigation against Alltru, including all individual and class claims, is dismissed with prejudice as to Class Representatives and the Settlement Class Members. The dismissal is without fees or costs to any party, except as otherwise provided in this Order and the Final Judgment.

18. **Separate Judgment.** The Court will separately enter the accompanying Final Judgment.

IT IS SO ORDERED

Date: 6/6/22



Judge Michael Stelzer

Approved By:

ONDERLAW, LLC

By:/s/

Martin L. Daesch, #40494
Jesse B. Rochman, #60712
110 E. Lockwood Ave.
St. Louis, MO 63119
314-963-9000
314-963-1700 (Fax)
daesch@onderlaw.com
rochman@onderlaw.com
*Attorneys for the Class Representatives
and the Settlement Class*

LEWIS RICE LLC

By:/s/

Thomas M. Martin, #38811
Joseph E. Bant, #61145
1010 Walnut, Suite 500
Kansas City, MO 64106
816-421-2500
816-472-2500 (Fax)
tmmartin@lewisricekc.com
jebant@lewisricekc.com
Attorneys for Alltru