

IN THE CIRCUIT COURT OF MILWAUKEE COUNTY, WISCONSIN

CASE NO.: 2024CV003245

EAN J. TOBIASON,  
Individually and on behalf of a class  
of others similarly situated,

Plaintiff

v.

BMO BANK, N.A.,

Defendant

**NOTICE OF PENDENCY OF CLASS ACTION,  
PROPOSED SETTLEMENT AND HEARING**

**TO:** All persons who during the three (3) year period preceding the filing of the Complaint through February 11, 2026 (a) have or had a vehicle installment consumer finance agreement contract (“Loan Agreement”) held by BMO under which personal property was held as collateral; and (b) had the personal property repossessed in Wisconsin by BMO or its agents; and (c) who have not obtained a discharge in bankruptcy applicable to any such Loan Agreement; and (d) to whom BMO sent a Notice of Sale which advised “to learn the exact amount you owe or to obtain information about from whom the collateral may be recovered, you can contact us toll free ...” (“Settlement Class”).

**Please Read This Notice Carefully In Its Entirety  
Your Rights May Be Affected By The Settlement  
Of This Lawsuit Now Pending In This Court**

**BASIC INFORMATION**

**1. Why was this notice issued?**

A court authorized this notice because you have a right to know about a Proposed Settlement of this class action lawsuit brought against BMO Bank, N.A. (“BMO”) and about your options before the Court decides whether to give “final approval” to the Proposed Settlement. This notice explains the lawsuit, the Proposed Settlement, your legal rights, what benefits will be provided, and who will receive them.

This case is currently pending in the Circuit Court for Milwaukee County, Wisconsin and is known as *Ean J. Tobiason v. BMO Bank, N.A.*, Case No.: 2024CV003245.

**2. What is this lawsuit about?**

The lawsuit is about whether repossession notices of BMO contained all of the information and disclosures required by Wisconsin law. Specifically, the lawsuit seeks damages for (i) violations of Wisc. Stat. §§ 409.611 409.614 , and 409.625 of the Uniform Commercial Code; and (ii) declaratory and injunctive relief.

BMO denies that its repossession notices are in violation of Wisconsin law and maintains that it did not act wrongfully or unlawfully. BMO contends that the claims of Ean J. Tobiason (hereinafter “Representative Plaintiff”) have no merit and that, if the lawsuit proceeded, BMO would prevail at trial. In addition, BMO contends that certain members of the Class owe BMO money for balances still due on their accounts.

### **3. Why is this a class action?**

The parties have agreed, and the Court has ordered that, for settlement purposes only, this lawsuit may be maintained as a class action under Wisc. Stat. § 803.08, subject to final approval at the conclusion of the settlement process. If the Proposed Settlement is not finally approved, or if any party withdraws from the Proposed Settlement, the lawsuit will return to the same status as before the Settlement Agreement was signed, and the Court will later determine if the case may proceed as a class action. BMO has challenged whether this case should proceed as a class action but has agreed not to oppose certification of a class for settlement purposes only.

### **4. How do I know if I am part of the Proposed Settlement?**

The Proposed Settlement includes all persons who meet each and every one of the following criteria, namely persons who from April 22, 2021 to February 11, 2026 (a) have or had a vehicle installment consumer finance agreement contract (“Loan Agreement”) held by BMO under which personal property was held as collateral; and (b) had the personal property repossessed in Wisconsin by BMO or its agents; and (c) who have not obtained a discharge in bankruptcy applicable to any such Loan Agreement; and (d) to whom BMO sent a Notice of Sale which advised “to learn the exact amount you owe or to obtain information about from whom the collateral may be recovered, you can contact us toll free ...”

You are receiving this Notice because it is believed that you meet the above criteria and that you are a member of the Class.

There are approximately 269 accounts contained in the Class.

### **5. Why is there a Proposed Settlement?**

The parties arrived at the Proposed Settlement as a result of arms-length negotiations, including a day-long mediation conducted before Michael J. Cohen, Esq. The parties reached the Proposed Settlement before the Court determined whether class certification was appropriate. The Proposed Settlement is a compromise of disputed claims and does not mean that any law was violated or that BMO did anything wrong.

## **THE PROPOSED SETTLEMENT BENEFITS**

### **6. What benefits does the Proposed Settlement provide?**

The Proposed Settlement provides both equitable and monetary benefits (“Settlement Benefits”):

- BMO will waive all outstanding balances and/or deficiency balances allegedly owed in connection with the Loan Agreement of the Class Members whose vehicle was sold by BMO following repossession. The

aggregate of the outstanding balances and/or deficiency balances is estimated to total \$2,098,679.43 exclusive of interest. The waiver of such balances may have tax consequences to Class Members as discussed in Question 10 below.

- BMO will request the deletion of BMO's reporting of the tradeline associated with each Class Members' deficiency balance allegedly owed in connection with that Loan Agreement from each credit reporting agency.
- BMO shall make a payment of \$850,000.00 towards the establishment of a fund ("Settlement Fund") for the payment of Settlement Benefits. From the Settlement Fund, the Class Administrator shall pay to each Class Member a check ("Settlement Check") in a *pro rata* amount as and for statutory damages pursuant to Wis. Stat. §409.625, less a proportionate share for settlement administration expense, incentive award, and attorneys' fees and costs (*see* Question 14). The Settlement Check will be sent to the address of the Class Member who is the primary obligor on the Loan Agreement.

Any payment due to you under the Settlement Agreement will be adjusted on a *pro-rata* basis to pay for court-approved attorneys' fees and expenses of litigation (*see* Question 14).

Any monies from the Settlement Fund that remain unclaimed or undistributed after 90 days from the date of distribution of Settlement Checks shall be distributed in equal portions to the Wisconsin Trust Account Foundation, Inc. and the Consumer Law Clinic of the University of Wisconsin to support direct delivery of legal services to persons of limited means in non-criminal matters, subject to Court approval.

More details are in a document called the Class Action Settlement Agreement, which is available for your inspection at the Office of the Clerk of Circuit Court, Milwaukee County Court House, 901 N. 9<sup>th</sup> Street, Milwaukee, Wisconsin 53233, during normal business hours and on the website for the Class Settlement at [www.tobiasonvbmosettlement.com](http://www.tobiasonvbmosettlement.com).

## 7. When will the Proposed Settlement go into effect?

The Court will hold a final approval hearing on **July 17, 2026 at 11a.m.** to decide whether to approve the Proposed Settlement (*see* Question 17) including the request for attorneys' fees and litigation expenses (*see* Question 14). Even if the Court approves the Proposed Settlement, there could be appeals. The time for an appeal varies.

The Proposed Settlement becomes final and binding on the "Effective Date." If no appeals are taken, the Effective Date is the date on which the Court approves the Proposed Settlement as final, subject to certain conditions. If an appeal is taken, the Effective Date is the date when all appeals are complete, and the Proposed Settlement becomes final.

The Proposed Settlement will go into effect on the Effective Date.

## 8. How does the Proposed Settlement affect my rights?

If the Proposed Settlement is finally approved, the Court will enter an order dismissing all claims against BMO with prejudice. Under the terms of the Proposed Settlement, you will release BMO with respect to the claims that were raised or could have been raised in the case. This means you cannot seek equitable relief or any type of monetary relief against BMO based on any claims related to or arising out of the repossession and sale of your personal property, the notices related to the same, and your Loan Agreement involved in this case. You will be giving up all such claims, whether or not you know about them. Notwithstanding the foregoing, under no circumstances will this release extend to or include claims for personal or bodily injury or under the Servicemembers Civil Relief Act.

Your interests as a member of the Class will be represented by the Representative Plaintiff and Class Counsel. You will not be billed for their services. Class Counsel will receive a fee only if the Court approves the Proposed Settlement, and the fee award will be set by the Court and paid from the Settlement Fund (*see* Question 14).

The Court's order will apply to you even if you objected or have any other claim, lawsuit, or proceeding pending against BMO. If you have any questions about the release, you should consult with a lawyer.

### **9. If I do nothing, what am I giving up as part of the Proposed Settlement?**

If you do nothing, you will be part of the Class. That means you cannot sue BMO over the claims settled in this case. It also means that all of the Court's orders, including the release of claims and dismissal of the lawsuit with prejudice (*see* Question 8), will apply to you and legally bind you.

## **IMPORTANT INFORMATION CONCERNING TAX CONSEQUENCES OF PROPOSED SETTLEMENT**

### **10. What are the tax consequences of the Settlement?**

The waiver of deficiency balances of the respective Class Members involves disputed debts which the Representative Plaintiff contends are discharged by operation of law and which BMO contends are enforceable.

BMO may issue a Form 1099-C tax report which will report as income to you any deficiency balance waived as a result of the settlement. For general information concerning the taxation of cancelled debt, please review <https://www.irs.gov/taxtopics/tc431>

As a result of the above, you may want to seek the advice of a tax professional if you have any questions concerning the taxation of settlement benefits and whether you should remove yourself from the Proposed Settlement pursuant to Question 12 below. Even if you remove yourself from the Proposed Settlement, BMO may nonetheless issue a Form 1099-C tax report which will report as income to you any deficiency balance that BMO may decide to waive.

## **GETTING MONEY FROM THE PROPOSED SETTLEMENT**

### **11. How do I obtain money from the Proposed Settlement?**

You do not have to do anything to obtain a Settlement Check. If the Court grants final approval of the settlement, a Settlement Check will be distributed from the Settlement Fund to all participating Class Members by mail. The amount of each Settlement Check will be reduced on a *pro rata* basis by the amount the Court determines that Class Counsel shall receive as compensation for the prosecution of the instant action, the incentive award to the Representative Plaintiff, and certain expenses related to administering the Settlement (*see* Question 14 below).

## **EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT**

If you want to keep your right to sue BMO with respect to the notices you received relating to the repossession and sale of your personal property or with respect to any other legal claim, you must take steps to remove yourself from the Proposed Settlement. This is called asking to be excluded from – or “opting out” of – the Class and the Proposed Settlement.

## 12. How do I remove myself from the Proposed Settlement?

If you choose to exclude yourself from the Class, you will not be bound by any order, judgment or settlement of the lawsuit. If you exclude yourself from the Class, you will not receive any benefits from this class action. You will retain and be free to pursue any claim against BMO based on the notice(s) you received related to the repossession and sale of your personal property or based on your Loan Agreement.

To exclude yourself from the Proposed Settlement, you must mail a letter saying that you want to be excluded from the Class in *Tobiason v. BMO Bank*. You must include your full name, current mailing address, and telephone number, and the letter must be signed by you personally. Your letter requesting exclusion must be mailed or otherwise delivered to the following addresses such that it is **received by June 17, 2026**.

Tobiason Class Action  
c/o Settlement Administrator  
PO Box 23309  
Jacksonville, FL 32241

Robert W. Murphy, Esq.  
Law Office of Robert W. Murphy  
440 Premier Circle  
Suite 240  
Charlottesville, VA 22901

Matthew C. Lein, Esq.  
Lein Law Offices  
5692 Hwy 63 North  
PO Box 761  
Hayward, WI 54843

Nathan E. DeLadurantey, Esq.  
DeLadurantey Law Office, LLC  
330 S. Executive Drive, Suite 109  
Brookfield, WI 53005

Jeffrey Jamison, Esq.  
Meredith Pike, Esq.  
BMO Bank N.A.  
320 Canal Street, 7th Floor  
Chicago, IL 60606

You cannot exclude yourself on the phone or by email.

## THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in this case?

Yes. The Court has appointed Robert W. Murphy, Matthew C. Lein, and Nathan E. DeLadurantey to represent you and the other Class Members in this case. Mr. Murphy, Mr. Lein, and Mr. DeLadurantey are together called Class Counsel.

You will not be charged for representation by Class Counsel. Class Counsel's compensation will be paid from the Settlement Fund. If you want to be represented by another lawyer, you may hire one at your own expense.

### 14. How will the lawyers be paid? What will the Representative Plaintiff receive? What other expenses will be paid?

Class Counsel will ask the Court to approve attorneys' fees and litigation expenses to be paid from the Settlement Fund. Class Counsel will ask the Court to award attorneys' fees not to exceed \$500,000 ("Attorney Fees") and litigation expense not to exceed \$15,000 ("Attorney Costs"). Class Counsel contends that the total benefit of the settlement to the Class includes approximately \$2,098,679.43 in waived deficiencies exclusive of interest, the \$850,000.00 payment to the Settlement Fund, and the economic benefits attributable to the request for deletion of adverse information from the Class Members' credit reports.

Class Counsel will also ask the Court to approve an incentive award of \$7,500 ("Incentive Award") to be paid from the Settlement Fund to the Representative Plaintiff for the time and resources he spent helping Class Counsel on behalf of the whole Class, and to be paid to the Representative Plaintiff in addition to the Settlement Check. The Court may award less than the requested amount.

The cost of administering the Settlement ("Settlement Administration Expense"), including the expense of sending this Notice and any settlement checks, will be paid directly out of the Settlement Fund. The estimated cost of the Settlement Administration Expense is \$16,000.

No Class Member will owe or pay anything directly for the Attorney Fee Award, Attorney Costs and Incentive Award which will be paid from the Settlement Fund.

The Court must approve both the Attorney Fees and Attorney Costs for Class Counsel and the Incentive Award for the Representative Plaintiff. The Court will conduct a hearing on attorney's fees and litigation expenses at the same time of the final approval hearing.

The Attorney Fees, Attorney Costs, Incentive Award and Settlement Administration Expense ("Litigation Payments") will be deducted from the Settlement Fund before the *pro rata* distribution of Settlement Checks. Based on the anticipated Litigation Payments, each Class Member who does not exclude themselves from the Settlement ("Participating Class Member") should receive a Settlement Check for approximately \$1,034.00. Settlement Checks will be mailed to Participating Class Members shortly after the Effective Date (see Question 7 above).

## OBJECTING TO THE PROPOSED SETTLEMENT

### 15. How do I tell the Court I don't agree with the Proposed Settlement?

You may object to any part of the Proposed Settlement. To do so, you must file a written objection in the case of *Tobiason v. BMO Bank N.A.*, Case No.: 2024CV003245. Any objection must set forth your full name, current mailing address and telephone number and must include: (a) a written statement explaining the reasons for your

objection; (b) copies of any papers, briefs, or other documents you want to bring to the Court’s attention; (c) any evidence you wish to introduce in support of your objection; and (d) a statement of whether you or your lawyer will ask to appear at the final approval hearing to talk about your objections.

Your objection must be mailed or otherwise delivered to each of the following addresses so that it is **received by June 17, 2026**.

Court	Settlement Administrator
Honorable Michael J. Hanrahan Milwaukee County Courthouse 901 N. 9 <sup>th</sup> Street, Room #500 Milwaukee, WI 53233	Tobiason Class Action c/o Settlement Administrator PO Box 23309 Jacksonville, FL 32241
Class Counsel	BMO’s Counsel
Robert W. Murphy, Esq. Law Office of Robert W. Murphy 440 Premier Circle Suite 240 Charlottesville, Virginia 22901  Matthew C. Lein, Esq. Lein Law Offices 5692 Hwy 63 North PO Box 761 Hayward, Wisconsin 54843  Nathan E. DeLadurantey, Esq. DeLadurantey Law Office, LLC 330 S. Executive Drive, Suite 109 Brookfield, WI 53005	Jeffrey Jamison, Esq. and Meredith Pike, Esq. BMO Bank N.A. 320 Canal Street, 7th Floor Chicago, IL 60606

If you or your lawyer asks to appear at the final approval hearing, in addition to providing the above information, you must include in your objection letter: (a) the points you wish to speak about at the hearing; (b) copies of documents you intend to rely upon at the hearing; (c) the amount of time you request for speaking at the hearing; and (d) whether you intend to have a lawyer speak on your behalf.

If you intend to have a lawyer present, your lawyer must file a written notice of appearance of counsel with the Court no later than **June 17, 2026**.

**16. What is the difference between objecting and asking to be excluded?**

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

**THE COURT’S FINAL APPROVAL HEARING**

## **17. When and where will the Court decide whether to approve the Proposed Settlement?**

The Court will hold a final approval hearing to decide whether the Proposed Settlement is fair, reasonable, and adequate and should be granted final approval. The Court will also consider whether to award attorneys' fees and other expenses to Class Counsel, whether to provide an incentive award to the Representative Plaintiff, and whether to enter a final judgment and dismiss the lawsuit. If there are objections, the Court will consider them. You may attend and you may ask to speak.

The final approval hearing will be **July 17, 2026 at 11a.m.**, before the Honorable Judge Michael J. Hanrahan, Milwaukee County Courthouse, 901 N. 9<sup>th</sup> Street, Courtroom 500, Milwaukee, WI 53233. The hearing may be rescheduled or continued without notice by the Court.

The final approval hearing may occur telephonically or by Zoom. If you or your attorney plan to attend the hearing, please contact Class Counsel (see Question 20) prior to the hearing to obtain updated information, including a tollfree call-in number in the event of a telephonic hearing or log-in information in the event of a Zoom hearing.

The Proposed Settlement may be approved by the Court with modifications, and without further notice, if consented to by the Representative Plaintiff and BMO and their respective attorneys in accordance with the terms of the Settlement Agreement.

## **18. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. If you send a written objection, you do not have to come to the final approval hearing to talk about it. As long as you mailed your written objection on time and according to the Court's rules, the Court will consider it. You may also pay your own lawyer to attend the final approval hearing, but it is not necessary.

### **IF YOU DO NOTHING**

## **19. What happens if I do nothing?**

You have the right to do nothing. If you do nothing, you will remain part of the Class and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against BMO about the claims in this case, ever again. You will receive all the Settlement Benefits described in Question 6 above. Further, the tax consequences of the Settlement described in Question 10 above will apply.

### **GETTING MORE INFORMATION**

## **20. How do I get more information?**

If you have any questions concerning the matters dealt with in this notice, please direct your inquiries to the following Class Counsel:

Robert W. Murphy, Esquire  
440 Premier Circle, Suite 240  
Charlottesville, Virginia 22901  
Email: [rwmurphy@lawfirmmurphy.com](mailto:rwmurphy@lawfirmmurphy.com)  
Telephone: (954)763-8660

Matthew C. Lein, Esq.  
P.O. Box 761  
Hayward, Wisconsin 54843  
Email: [mlien@leinlawoffices.com](mailto:mlien@leinlawoffices.com)  
Telephone: (715) 634-4273

Nathan E. DeLadurantey, Esq.  
DeLadurantey Law Office, LLC  
330 S. Executive Drive, Suite 109  
Brookfield, Wisconsin 53005  
Email: [nathan@dela-law.com](mailto:nathan@dela-law.com)  
Telephone: (414) 377-0515

Tobiason Class Action  
c/o Settlement Administrator  
PO Box 23309  
Jacksonville, FL 32241  
888-766-7516

The pleadings and other records in this litigation are available and may be examined and copied during regular office hours at the Clerk of the Circuit Court, Milwaukee County Courthouse, 901 N. 9<sup>th</sup> Street, Room 500, Milwaukee, WI 53233 or on the website for the Class Settlement at [www.tobiasonvbmsettlement.com](http://www.tobiasonvbmsettlement.com).

**PLEASE DO NOT TELEPHONE THE CLERK'S OFFICE OR THE JUDGE'S CHAMBERS CONCERNING THIS NOTICE OR THIS CASE.**

**IMPORTANT DEADLINES:**

1. **Submitting a Request for Exclusion:** If you want to exclude yourself from the Class, you must complete, sign and mail your Request for Exclusion to the Settlement Administrator. The Request for Exclusion must be postmarked by **June 17, 2026**.
2. **Objections to Settlement:** If you want to be object to the settlement (and you have not requested to be excluded), you must file your written objection with the Clerk of Court with a postmark date before **June 17, 2026**.