

FILED
03-25-2026
Anna Maria Hodges
Clerk of Circuit Court
2024CV003245

DATE SIGNED: March 25, 2026

Electronically signed by Hon. Michael J. Hanrahan
Circuit Court Judge

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

EAN J. TOBIASON,

*Individually and on behalf of a class of
others similarly situated,*

Plaintiff,

v.

BMO BANK, N.A.,

Defendant.

Case No. 2024CV003245

ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AGREEMENT

THIS CAUSE came before the Court on the Motion for Preliminary Approval of Class Action Settlement Agreement filed herein by Plaintiff, Ean J. Tobiason (“Mr. Tobiason”), individually and on behalf of all others similarly situated, with respect to the Class Action Settlement Agreement entered into with Defendant, BMO Bank, N.A. (“BMO”). The Court being fully advised in the premises of the proposed class settlement makes the following findings:

A. The Parties have entered into a Class Action Settlement Agreement (“Settlement

Agreement”).

B. The Settlement Agreement has been submitted to the Court for approval pursuant to Wis. Stat. § 803.08(9).

C. The Parties agree that pursuant to Wisc. Stat. § 803.08, the Court may certify a class consisting of:

All persons who during the three (3) year period preceding the filing of the Complaint through the Execution Date (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 ...”

D. Pursuant to the Settlement Agreement, BMO has agreed:

1. To pay \$850,000.00 towards the establishment of a fund (“Settlement Fund”) from which each participating Class Member will be paid their *pro rata* share after deduction for settlement administration expense, incentive award, attorneys’ fees, costs and other litigation expense. BMO represents that the size of the Class is approximately 301 accounts.

2. To waive any deficiency arising from the Loan Agreements of the respective Class Members. According to the calculations of BMO based on its current books and records, the aggregate deficiencies owed by the Class Members is approximately \$2,098,679.43 in principal, exclusive of interest (“Waived Deficiencies”).

3. To contact the consumer reporting agencies to request that trade-lines referencing information pertaining to the deficiency balances owed under the Loan Agreements subject to the Settlement Agreement be deleted for all Class Members (“Credit Amelioration Program”).

E. Class Counsel shall apply to the Court for an award of attorney’s fees and litigation

expenses, including court costs (“Attorney Fee Award”), in an amount not to exceed 25% of the value of the total settlement benefits, which includes the Settlement Fund, Waived Deficiencies and unknown value of the Credit Amelioration Program. BMO agrees not to object to any application for an Attorney Fee Award which does not exceed the aforementioned amount.

F. In light of the benefits to the Settlement Class, including the Settlement Fund, the Waiver of Deficiencies, and the Credit Amelioration Program, the Settlement Agreement is fair, reasonable and adequate to the Settlement Class.

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement is preliminarily approved.
2. The Court preliminarily certifies the Settlement Class pursuant to Wisc. Stat. § 803.08.
3. Mr. Tobiason is hereby appointed Class Representatives for the Settlement Class.
4. Robert W. Murphy, Esq. of the Law Office of Robert W. Murphy, Matthew C. Lein, Esq. of the Lien Law Offices, and Nathan E. DeLadurantey, Esq. of the DeLadurantey Law Office, LLC, are hereby appointed Class Counsel for the Settlement Class.
5. The names and addresses of all Class Members shall be provided by Defendant to the Settlement Administrator within ten (10) days from the date hereof.
6. Notice in the form of Exhibit “C” attached to the Class Action Settlement Agreement shall be mailed to Class Members within twenty (20) days from the receipt of class list by the Settlement Administrator.
7. All opt-outs, motions to intervene in, and objections to the proposed Class Action Settlement shall be made on or before June 17, 2026.
8. The Final Approval Hearing will be conducted before the Honorable Judge Michael J. Hanrahan, Milwaukee County Courthouse, 901 N. 9th Street, Milwaukee, Wisconsin, 53233, in Courtroom #500 on Friday, July 17, 2026, at 11:00 a.m.

10. This Order shall become null and void, and shall be without prejudice to the rights of the parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if (a) the proposed settlement is not finally approved by the Court, or does not become final, pursuant to the terms of the Class Action Settlement Agreement; or (b) the proposed settlement is terminated in accordance with the Class Action Settlement Agreement or does not become effective as required by the terms of the Class Action Settlement Agreement for any other reason. In such event, the proposed settlement and Class Action Settlement Agreement shall become null and void and be of no further force and effect, and neither the Class Action Settlement Agreement nor this Order, shall prejudice any party.

11. This Order shall not be construed or used as an admission, concession, or finding by or against BMO of any fault, wrongdoing, breach, or liability, or of the appropriateness or permissibility of certifying a class on contest, or for any purpose other than settlement. Nor shall the Order be construed or used as an admission, concession, or finding by or against Plaintiff or the Class Members that their claims lack merit or that the relief requested in their pleadings is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses or claims.