

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE

DONALD RAINSBARGER and DONNA
RAINSBARGER, and NOLA FLETCHER,

Plaintiffs,

vs.

ALASKA USA FEDERAL CREDIT
UNION, et al.,

Defendants.

Case No. 3AN-16-09908 CI

*Amended**
ORDER GRANTING PRELIMINARY APPROVAL
TO PROPOSED CLASS ACTION SETTLEMENT 52

WHEREAS, Plaintiffs, Donna and Donald Rainsbarger and Nola Fletcher (“Class Representatives”) on behalf of all Settlement Class Members and Defendant Alaska USA Federal Credit Union (“Alaska USA”), have reached a proposed settlement and compromise of the disputes between them in the above-captioned action, which is embodied in a Class Action Settlement Agreement filed with the Court;

WHEREAS, Plaintiffs have applied to the Court for preliminary approval of the proposed Settlement of the Action, the terms and conditions of which are set forth in the Settlement Agreement;

WHEREAS, Alaska USA does not oppose Plaintiff’s application for preliminary approval of the Settlement Agreement;

AND NOW, the Court having read and considered the Settlement Agreement and

Order Granting Preliminary Approval to Proposed Class Action Settlement
Rainsbarger, et. al. v. Alaska USA; Case No.: 3AN-16-09908 CI

Page 1 of 8

** Final hearing on Class Action Settlement - pg. 3, # 8.*

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accompanying documents; IT IS HEREBY ORDERED AS FOLLOWS:

1. The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.

2. Subject to further consideration by the Court at the time of the Final Approval Hearing, the Court preliminarily approves the Settlement as fair, reasonable and adequate to the Settlement Class Members, as falling within the range of possible final approval, and as meriting submission to the Settlement Class Members for their consideration.

3. For purposes of the Settlement only, "Settlement Class Member(s)" shall mean former or current members of Defendant who entered into a Retail Installment Sale Contract ("RISC") or other loan agreement to finance the purchase of a vehicle between November 7, 2014 and December 9, 2020, that: (1) was assigned to Defendant by a dealer; (2) provided for the payment of Dealer Reserve; and (3) did not contain an arbitration provision in the RISC or the dealer purchase order assigned to Defendant with the RISC. Class Members shall include joint obligors or co-signors as set forth on the RISC.

4. This Court preliminarily finds, solely for purposes of considering this Settlement, that the requirements of Alaska Rule of Civil Procedure 23(a) appear to be satisfied as follows: (1) members of the Settlement Class are too numerous to be joined individually; (2) there are questions of law or fact common to the Settlement Class; (3) the claims or defenses of the Class Representatives are typical of the claims or defenses of the Settlement Class; and (4) the Class Representatives will fairly and adequately protect the interests of the Settlement Class.

5. The Court preliminarily finds, solely for purposes of considering this Settlement, that the requirements of Alaska Rule of Civil Procedure 23(b)(3) also appear to remain satisfied:

(1) questions of law or fact common to members of the Settlement Class predominate over any questions affecting only individual members; and (2) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

6. The Court appoints Plaintiffs, Donna and Donald Rainsbarger and Nola Fletcher as Class Representatives, and Flanagan & Bataille and Varnell & Warwick, P.A. as Class Counsel for purposes of this Settlement. The Court preliminarily finds that the Class Representatives and Class Counsel have fairly and adequately represented the class and will continue to protect the interests of the Settlement Class Members in accordance with Alaska Rule of Civil Procedure 23.

7. The Settlement Administrator will be selected and retained by Class Counsel with the approval of Alaska USA. The Settlement Administrator shall be responsible for administering the Settlement according to the terms set forth in the Settlement Agreement.

8. A Final Approval Hearing shall be held before this Court at 9:30 a.m. on September 23, 2022, to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable and adequate; (b) whether a final Order and Judgment should be entered; (c) whether Class Counsel's application for attorneys fees and expenses should be approved; (d) whether the payment of Class Representative Payments, as set forth in the Stipulation of Class Action Settlement, should be approved; and (e) any other matters that the Court deems appropriate.

9. With the exception of such proceedings as are necessary to implement, effectuate and grant final approval to the terms of the Settlement Agreement, all proceedings are stayed in this Action and all Settlement Class Members are enjoined from commencing or continuing any

action or proceeding in any court or tribunal asserting any claims encompassed by the Stipulation of Settlement unless the Settlement Class Member files a valid and timely Request for Exclusion with this Court.

10. The Court approves, as to form and content, the Long Form Notice and Postcard Notice, in the forms attached to the Settlement Agreement. Within thirty (30) days of the date of this Order, the Settlement Administrator shall cause the Postcard Notice to be sent to all Settlement Class Members for whom addresses are reasonably available through Alaska USA's books and records for the Class Period. The Settlement Administrator shall also make available a website containing copies of the Long Form Notice and other relevant documents.

11. The Court finds that the Parties' plan for providing notice to the settlement Class Members (the "Notice Plan") described in the Settlement Agreement constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class Members of the pendency of the Action, preliminary approval of the terms of the Settlement Agreement, and the Final Approval Hearing date. Thus, the Notice Plan complies fully with the requirements of the Alaska Rules of Civil Procedure, the Alaska Constitution, and the United States Constitution.

12. The Court further finds that the Notice Plan described in Article 5 of the Settlement Agreement will adequately inform the Settlement Class Members of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement, if they so wish. Any Settlement Class Member who desires to be excluded from the Settlement Classes, and therefore not bound by the terms of the Settlement Agreement, must mail to the Settlement Administrator, pursuant to the instructions set forth in the Notice, a timely and valid written Request for Exclusion bearing a United States postmark or email delivery

receipt dated within 45 days of Notice being mailed.

13. In order to be valid, a Request for Exclusion must: (1) be signed by the member of the Settlement Class or his or her authorized representative; (2) be timely mailed to the Settlement Administrator; (3) request exclusion from the Settlement Classes; and (4) contain the Settlement Class Member's name, address, and telephone number. Any Settlement Class Member who elects to be excluded shall not be entitled to receive any of the benefits of the Settlement, shall not be bound by the release of any claims pursuant to the Stipulation of Class Action Settlement, and shall not be entitled to object to the Settlement or appear at the Final Approval Hearing. The names and addresses of all persons timely submitting valid Requests for Exclusion shall be provided to the Court at or before the Final Approval Hearing.

14. Any Settlement Class Member who timely submits a valid Request for Exclusion may not object to the Settlement Agreement, to Class Counsel's application for attorneys' fees and expenses, to the payment of the Class Representative payments, or to the proposed Final Judgment and Order of Dismissal with Prejudice.

15. The Court further finds that the Notice Plan will adequately inform the Settlement Class Members of their right to object to the Stipulation of Settlement. Any Settlement Class Member who desires to object to the Settlement, must mail to the Settlement Administrator and counsel for the parties, pursuant to the instructions set forth in the Notice, a timely and valid written objection bearing a United States postmark within 45 days of Notice being mailed.

16. In order to be valid, any Settlement Class Members making objections must: (1) submit the objection in writing setting forth their full name, current address and telephone number and the objection must be signed by the member of the Settlement Class or his or her authorized representative; (2) state in writing all objections and the reasons therefore; (3) provide

copies of any documents relied upon for such objection; (4) list all objections previously filed by the objector or objector's counsel; (5) state whether he or she intends to appear at the Final Approval Hearing and whether he or she is represented by separate legal counsel; and, (6) submit the objection timely with the Court and serve copies to the Counsel listed herein.

17. Service of all papers relating to an objection shall be made to the Court, the Settlement Administrator and Class Counsel as follows:

Class Counsel:

Chris Bataille
Flanigan & Bataille
1007 West 3rd Ave., Suite 206
Anchorage, AK 99501

Settlement Administrator:

American Legal Claim Services LLC
Alaska USA Class Settlement
PO Box 23650
Jacksonville, FL 32241-3650

18. Settlement Class Members who fail to file and serve timely written objections in the manner specified above, and/or who fail to appear at the Final Approval Hearing, shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

19. Any Settlement Class Member who files and serves a proper and timely objection shall have the right to appear and be heard at the Final Approval Hearing, either personally or through an attorney retained at the Settlement Class Member's own expense.

20. Any Settlement Class Member who does not make an objection in the time and manner provided in the Stipulation of Settlement shall be deemed to have waived such objection

and shall be forever foreclosed from making any objection to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees and expenses, the payment of class representative payments, or the Final Judgment and Order of Dismissal with Prejudice.

21. Not later than 10 days prior to the Final Approval Hearing, the Settlement Administrator and Alaska USA shall cause to be filed with the Court declarations attesting to identification of class members and compliance with the notice requirements set forth above.

22. Not later than 10 days prior to the Final Approval Hearing, Plaintiff shall file with the Court a Motion in support of Final Approval of the Settlement, and responses to any objections. The Motion concurrently shall be posted to the Settlement Website so it can be reviewed by Settlement Class Members. On or before the same date, Class Counsel and the Class Representatives may file additional briefing on the appropriateness of the attorneys' fees and costs, and/or class representative payments not addressed in prior briefing.

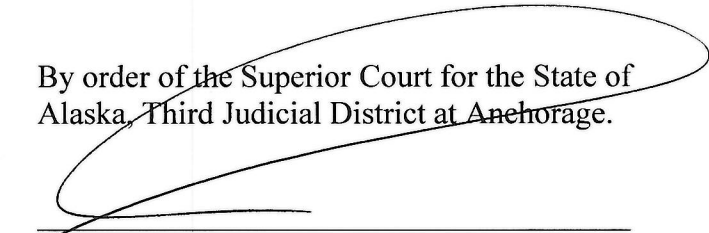
23. In the event that the proposed Settlement does not become Final, or in the event that the Settlement becomes null and void pursuant to its terms, this Preliminary Approval Order and all documents filed and orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this civil action or in any other case or controversy; in such event, the Stipulation of Settlement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of March 23, 2022, the date of mediation during which the parties reached a resolution of the terms that eventually resulted in the Settlement Agreement.

24. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to the Settlement Class Members. The Final Order Granting Preliminary Approval to Proposed Class Action Settlement *Rainsbarger, et. al. v. Alaska USA*; Case No.: 3AN-16-09908 CI

Approval Hearing may, from time to time and without further notice to the Settlement Class, be continued by order of the Court. Notice of any such postponement shall be posted on the settlement website.

Dated: 9 Jun 2022

By order of the Superior Court for the State of Alaska, Third Judicial District at Anchorage.



Superior Court Judge
William F. Morse

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 8, 2022, at about 4:15 p.m., I caused a true and correct copy of the foregoing to be served on the following by e-mail:

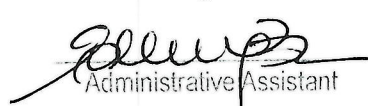
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s/ Devon Rofidal
FLANIGAN & BATAILLE

I certify that on 6.13.22 a copy of the following was mailed/mailed to each of the following at their addresses of record.


Administrative Assistant
