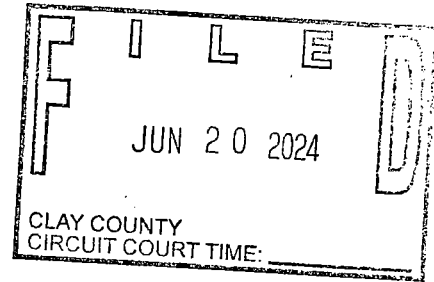
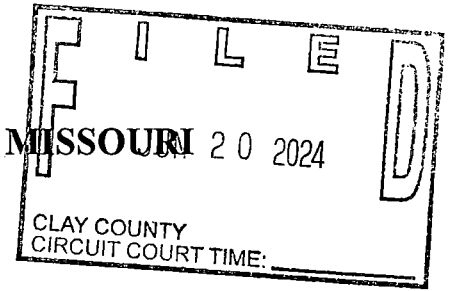


IN THE CIRCUIT COURT OF CLAY COUNTY, MISSOURI 20 2024

Automobile Acceptance Corp.,
Plaintiff/Counterclaim-Defendant,
v.
Eugene Jerome Nichols,
Defendant/Counterclaimant.

Case No.: 15CY-CV07631-01
Division II



Judgment

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Final Judgment incorporates this Court's Final Approval Order entered on the same date as this Final Judgment.¹
2. The settlement of the claims of the Class on the terms in the parties' Class Action Settlement Agreement and Release ("Agreement"), filed with this Court on November 16, 2023, is approved, and the Class is granted final certification under Missouri Rule of Civil Procedure 52.08.
3. Individual notice complying with Missouri Rule of Civil Procedure 52.08 was sent to the last-known address of each member of the Class. The Court finds that all Class Members are bound by this Final Judgment.
4. Class Representative Eugene Nichols and all members of the Class who did not timely exclude themselves from the Class shall be bound by the Releases provided in Paragraph 5 of the Agreement.

¹ Unless otherwise provided, all capitalized terms in this Final Judgment have the same meaning as those terms in the Agreement.

5. The settlement is reasonable because, among other reasons, it is what a reasonably prudent person in AAC's position would have settled for on the merits of the claims. AAC's decision to settle was made in good-faith, and not the product of collusion or fraud.

6. The claims of Nichols and the Class are based on the presale notices and post-sale explanations, not wrongful repossession. AAC's activities related to sending a presale notice, selling a repossessed vehicle, sending post-sale explanations, debt collection, or the reporting of negative information on Class members' credit reports are part of AAC's automobile loan servicing activities because they involved collecting customer payments, contacting customers who are delinquent, maintaining a security interest in financed vehicles, liquidation of collateral, and pursuing deficiency balances.

7. The Court finds AAC's alleged acts, errors, and omissions arose out of automobile loan origination or automobile loan servicing and were negligent because AAC did not intend to violate Missouri law. Nichols's allegations do not relate to "automobile sales" or "repossession services."

8. AAC is paid no fee by class members or others in connection with activities related to repossession services.

9. The Court finds in favor of Nichols and the Class and finds AAC liable on all claims in Nichols's counterclaim. The Court further finds AAC accrued no deficiency balances for Nichols and the Class, and AAC cannot collect any claimed deficiency balances against Nichols and the Class because AAC failed to strictly comply with any and all "relevant statutes." *Missouri Credit Union v. Diaz*, 545 S.W.3d 856, 862–63 (Mo. App. W.D. 2018).

10. The Court approves AAC's assignment to the Class of AAC's claims against AAC's insurers, brokers, and agents (other than Auto Owners or QBE), including without

limitation, any claims of bad faith failure to settle, breach of the duty to defend, and failure to procure adequate insurance.

11. Other than the \$2,000,000 to be paid by AAC, nothing may be satisfied from AAC's assets for its obligations under the Agreement, or from attaching or otherwise acquiring any assets of AAC or AAC's officers, directors, or shareholders, and any remaining amount may only be satisfied from AAC's insurers, brokers, and agents, other than Auto Owners or QBE.

12. This Judgment is final for all purposes except for the determinations and assessments necessary to resolve any additional judgment against AAC or others to be determined by the Court in the future, including. The Court will retain continuing jurisdiction over this case, including for the purposes set forth in the Final Approval Order. This Judgment resolves a distinct judicial unit between the parties and is final for purposes of appeal for which there shall be no just reason for delay. Nichols and the Class are granted leave to file any pleadings they wish related to Paragraphs 10 and 11 of this Judgment.

13. The Court will retain continuing jurisdiction over this case, including for purposes set forth in the Final Approval Order.

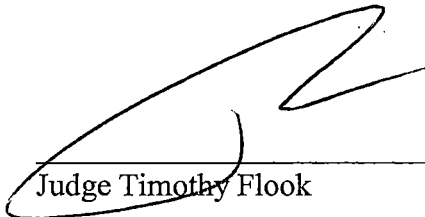
14. Unless otherwise provided, all capitalized terms in this Final Judgment shall have the same meaning as those terms in the Agreement.

15. The Court expressly determines that there is no just reason for delay under Missouri Rule of Civil Procedure 74.01.

IT IS SO ORDERED.

Date: _____

6/20/24



Judge Timothy Flook