

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

GEORGE OCHOA, ET AL.)	
)	
)	
)	
Plaintiffs,)	
)	
v.)	Cause No. 1922-CC10792
)	Division 1
1ST FINANCIAL FEDERAL)	
CREDIT UNION)	
)	
Defendant.)	

**Joint Motion for Preliminary Approval of Class-Action Settlement,
Modification of Class Definition, and Substitution of Jessica
Baker for Stuart Radloff as Class Representative**

The Parties¹ respectfully move the Court to preliminarily approve the proposed Settlement Class² and Class Action Settlement Agreement and Release (the “Agreement,” attached as Exhibit 1) as fair, reasonable, and adequate under Missouri Supreme Court Rule 52.08, and direct notice to the Settlement Class as provided for in the Agreement. Relatedly, the parties also request that the Court modify the class definition from the Court’s June 9, 2021, order to correspond to the definition of the Settlement Class that the parties have stipulated to in the Agreement. The parties also request that Jessica Baker be substituted for Stuart Radloff as a class representative for the Settlement Class. In support of their motion, the parties state as follows:

¹ The new correct name of Defendant 1st Financial Federal Credit Union is Alltru Federal Credit Union, so Alltru is the named used for Defendant in this motion.

² Unless defined otherwise in this Motion, all capitalized terms have the meaning ascribed to them in the Settlement Agreement attached as Exhibit 1.

1. **The Settlement Class's Claims.** Class Representatives allege Alltru violated the Uniform Commercial Code, as adopted by Missouri (the "MoUCC") by mailing them post-repossession, presale notices ("presale notices") in violation of §§ 400.9-611(b) and 400.9-614. Class Representatives also allege Alltru violated the MoUCC by sending deficient post-sale explanations of deficiency or surplus ("post-sale notices") that did not comply with § 400.9-616.

2. **Class Relief.** The Agreement provides the Settlement Class Members with substantial benefits, such as monetary payment, writing off any deficiency balance Alltru claims they owe, and credit repair by Alltru requesting that the major credit bureaus delete the Settlement Class Members' trade lines associated with the loan related to their repossession.

3. **Modification of Class Definition.** The class definition that the parties have stipulated to for purposes of the settlement and Agreement is substantially similar to the class definition from the Court's June 9, 2021, class-certification order, except that the parties incorporated a temporal scope to address manageability issues, statute-of-limitations issues, and corrective modifications that Alltru made to its presale and post-sale notices that are the basis for the class claims. The parties ask that the Court adopt this modified class definition as part of approving the settlement: all persons 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. Notwithstanding the foregoing, 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 employed special litigation counsel to pursue claims against Alltru.

4. **Substitution of Jessica Baker.** The parties also ask that Jessica Baker (“Baker”) be substituted for Stuart Radloff (“Radloff”) as a Class Representative. Radloff was the bankruptcy trustee of Jerome Talamante’s bankruptcy estate, and he was asserting claims and purporting to represent the class in that capacity. However, Talamante’s bankruptcy estate has relinquished its interest in this lawsuit, and Talamante’s bankruptcy proceeding is now closed. Therefore, Radloff no longer has any standing to assert the claims in this lawsuit or to represent the class. The claims that Radloff had asserted, as Talamante’s bankruptcy trustee and in Talamante’s place, now belong to Talamante (or rather to his heirs, as Talamante is deceased). Accordingly, the parties request that Ms. Baker—who is Talamante’s daughter and who is acting on behalf of and for the benefit of Talamante’s heirs—be substituted for Radloff as a Class Representative.

WHEREFORE, the parties respectfully request the Court enter a preliminary approval order: (a) preliminarily approving the proposed Settlement Class and Agreement attached as Exhibit 1 as fair, reasonable, and adequate under Missouri Supreme Court Rule 52.08 and modifying the class definition from the Court’s prior June 9, 2021, order to comport with the class definition that the parties have stipulated to in the Agreement; (b) approving Jessica Baker’s and George Ochoa’s appointment as representatives and Class Counsel as counsel for the Settlement Class and ordering that Ms. Baker’s appointment as Class Representative is in substitution for Radloff (or Talamante’s bankruptcy estate); (c) approving a form of mailed notice substantially similar to the Class Mail Notice attached as Exhibit A to the Agreement; (d) approving a Long Form Notice substantially similar to

the form attached as Exhibit B to the Agreement; (e) scheduling a hearing for final approval of the Agreement; (f) setting dates for a final fairness hearing, the parties' submissions relative to the Settlement, including applications for payment of services to Baker and Ochoa, payment of attorney's fees, and reimbursement of expenses by Class Counsel, and for members of the Settlement Class to exclude themselves (opt-out), object, and/or appear at the fairness hearing; and (g) for such other and further provisions consistent with the terms and provisions of the Agreement as the Court may deem advisable.

LEWIS RICE LLC

ONDER LAW, LLC

By: /s/ Thomas M. Martin

Thomas M. Martin, #38811
Joseph E. Bant, #61145
Christopher M. Helt, #70999
1010 Walnut Street, Suite 500
Kansas City, MO 64106
(816) 421-2500
(816) 472-2500 (Fax)
tmmartin@lewisricekc.com
jebant@lewisricekc.com
chelt@lewisricekc.com

Attorney for Defendant

By: /s/ Martin L. Daesch

Martin L. Daesch, #40494
Jesse B. Rochman, #60712
Matt P. O'Grady, #47543
110 E. Lockwood Ave.
St. Louis, MO 63119
314-963-9000
314-963-1700 (Fax)
daesch@onderlaw.com
rochman@onderlaw.com
ogrady@onderlaw.com

Attorneys for Plaintiffs