

## **If you owned property repossessed by Automobile Acceptance Corporation, you could get valuable benefits from a class action settlement.**

*A court authorized this notice.*

- You may be eligible to participate in a settlement with benefits, including money, the write-off of alleged deficiencies, and the deletion of certain negative credit information from credit reports for all persons with a secured collateralized loan or financing agreement with Automobile Acceptance Corporation (“AAC”) whose collateral was repossessed and who were mailed a presale or post-sale notice. The settlement resolves a lawsuit over whether AAC sent proper notices to you in connection with attempting to collect on your loan by repossessing and selling your property. This settlement avoids costs and risks to you from the lawsuit; provides benefits to borrowers like you; and releases AAC from liability.
- The parties disagree on whether the borrowers could’ve won and the amount of money they would’ve been entitled to had they won.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.
- Consult your tax adviser about the tax issues associated with this settlement. Relief provided under this settlement, including money and debt reduction, may be subject to tax.

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b> |                                                                                                                                                                                    |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING</b>                                       | By doing nothing, you will receive the benefits that come from the settlement, including money. But you give up rights to separately sue AAC about the same legal claims asserted. |
| <b>EXCLUDE YOURSELF</b>                                 | Get no money or benefits. This is the only option that allows you to ever be part of any other lawsuit against AAC about the legal claims.                                         |
| <b>OBJECT</b>                                           | Write to the Court about why you don’t like the settlement.                                                                                                                        |
| <b>GO TO A HEARING</b>                                  | Ask to speak in Court about the fairness of the settlement.                                                                                                                        |

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court must still decide whether to approve the settlement. Money and benefits will be provided if the Court approves the settlement and after any appeals are resolved. Please be patient.

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**QUESTIONS? CALL 1-877-312-9154, OR VISIT AACNOTICECLASS.COM**

## BASIC INFORMATION

### 1. Why did I get a notice?

You or someone in your family may have had a consumer loan agreement directly with or that was assigned to AAC for a loan used to purchase property repossessed by AAC.

You were sent a short form notice by mail because you should know about a proposed settlement of a class action lawsuit in which you may be a class member, and about all your options, before the Court decides whether to approve the settlement. If the Court approves it, and after objections and appeals are resolved, AAC will cancel debts and try to delete deficiency balance information from credit reports related to the repossessed property. Class members will also receive payments, as described more fully in this package.

This notice explains in greater detail about the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge is the Seventh Judicial Circuit Court for Clay County, Missouri, and the case is *Automobile Acceptance Corp. v Eugene Nichols*, Case No. 15CY-CV07631-01.

### 2. What is this lawsuit about?

The lawsuit claimed AAC violated statutory requirements for certain repossession notices sent by AAC when attempting to collect on Class Members' loans and repossessing and selling their property. You can read the claims in more detail in the Counterclaim of Eugene Nichols ("Class Representative") at [www.aacnoticeclass.com](http://www.aacnoticeclass.com).

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

In a class action, one or more people called Class Representatives sue for other people with similar claims. The class representative in this case is Eugene Nichols. All individuals with similar claims to the Class Representative are "Class Members." In class actions, one court and one lawsuit resolve the issues for all Class Members, except for those who exclude themselves from the Class. The Honorable Timothy Flook oversees this class action.

### 4. Why is there a settlement?

The parties disagree over who would have won and what the Class would've recovered if they had won. Class Representative believed he could recover 10% of the principal amount of their loan plus the interest charge and other relief. AAC believed Class Representative and the Class were entitled to nothing (or may even owe AAC money). To resolve the dispute, and because both parties are unsure of what would've happened in a trial, they agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get money and other benefits sooner. The Class Representative and the attorneys believe the settlement is fair and equitable for all Class Members.

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## WHO IS IN THE SETTLEMENT?

To see if you will get money and other benefits from this settlement, you first must decide if you are a Class Member.

### 5. How do I know if I am part of the settlement?

Judge Timothy Flook decided everyone who fits this description is a Class Member:

All persons to whom AAC mailed the form pre-sale notice or post-sale notice that was also mailed to Plaintiff. (the “Class”).

However, excluded from the Class are all persons: (1) against whom AAC has obtained a final deficiency judgment; (2) who filed for bankruptcy after the date on their pre-sale notice and whose bankruptcy ended in discharge rather than dismissal; and (3) to whom AAC issued its form pre-sale or post-sale notices prior to the date of August 6, 2010.

### 6. Are there exceptions to being included?

You’re not a Class Member if (1) AAC has obtained a deficiency judgment against you; (2) you filed for bankruptcy after the date on your presale notice and your bankruptcy ended in discharge rather than dismissal; and/or (3) the only pre- or post-sale notices mailed to you were mailed before August 6, 2010.

### 7. I’m still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-877-312-9154 or visit [www.aacnoticeclass.com](http://www.aacnoticeclass.com) for more information.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 8. What does the settlement provide?

AAC has agreed to provide the Class with settlement benefits with an estimated value exceeding \$13,630,000, which includes:

#### **MONEY**

AAC has agreed to create a \$2,000,000 fund to pay: (a) Class Members; (b) the attorneys’ fees and expenses for representing the Class; and (c) Eugene Nichols for his services as Class Representative. This amount is called the “Cash Fund.” AAC has also agreed to assign its claims and rights against companies that provided it insurance for the claims made in this lawsuit, except for Auto Owners, Inc (“Auto Owners”) and QBE Insurance Group (“QBE”). Class Members will receive the money remaining from any recovery from the insurers after attorney’s fees and costs are deducted.

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### **DEFICIENCY WRITE-OFF**

After the Effective Date, AAC will no longer seek to collect any money it claimed you owed after it repossessed your property because of its claim you broke promises in your agreement with AAC. These outstanding amounts are called “Deficiency Balances,” and AAC has agreed to write down these Deficiency Balances to \$0 and close the accounts connected with them. The value of this benefit to the Class and the Deficiency Balances being eliminated is estimated to be at least \$11,630,000. This amount is called the “Deficiency Write-Off.”

### **CREDIT BUREAU REPORTING**

After the Effective Date, AAC will try to delete deficiency balance information from your credit report with the nationwide consumer reporting companies—Equifax, Experian, TransUnion, and Innovis—related to the Deficiency Write-Offs.

Class Members are strongly encouraged to consult with a tax professional about the tax effects of any money and other benefits (including the Deficiency Write-Off) received from this settlement. The attorneys in this case cannot provide you with any tax advice, and your receipt of benefits under this settlement might have tax consequences. However, AAC has agreed not to issue an IRS Form 1099-C to class members because the Parties believe this Settlement does not create a taxable event as defined by IRS regulations governing the discharge of indebtedness under the “contested liability” or “disputed debt” doctrine.

## **9. What can I get from the settlement?**

Every Class Member will receive the benefits of the Deficiency Write-Off. Class Members will also receive a check payment from the Cash Fund. More money might become available if Class Counsel pursues AAC’s insurers (other than QBE and Auto Owners) and recovers from them.

The payment you receive depends on the money you borrowed and the interest rate on your loan.

## **HOW YOU GET SETTLEMENT BENEFITS**

### **10. How can I get my settlement benefits?**

By doing nothing, you will receive the benefits that come from the settlement, including money.

### **11. When would I get my settlement benefits?**

The Court will hold a hearing on **June 20, 2024**, at 9:30 AM. to decide whether to approve the settlement. Even if Judge Timothy Flook approves the settlement, there may be appeals. It’s always uncertain how an appeal will be resolved and how long it will take. Some appeals take more than a year. Please be patient. You’ll receive your payment if the settlement is approved and after that approval becomes a “final judgment” (i.e. after any appeals are resolved or the time for appealing has passed).

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## 12. What am I giving up to get settlement benefits or stay in the Settlement Class?

Unless you exclude yourself by following the procedure below, you are a part of the Class, and that means you can't sue, continue to sue, or be part of any other lawsuit against AAC about the legal issues in this case. For example, you won't be able to make any independent claim against AAC arising from the written notices (presale and post-sale repossession notices) this lawsuit is about. Staying in the Class also means all the Court's orders in this lawsuit will apply to you and legally bind you. To see exactly the legal claims and defenses you give up if you get settlement benefits, please view the Settlement Agreement at [www.aacnoticeclass.com](http://www.aacnoticeclass.com).

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want benefits from this settlement, but you want to keep the right to sue or continue to sue AAC on your own about the legal issues in this case, then you must take steps to get out of the settlement. This is called "excluding" yourself—or is sometimes called "opting out" of the Settlement Class.

## 13. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying you want to be excluded from *Automobile Acceptance Corp. v Eugene Nichols, Case No. 15CY-CV07631-01*. Include your name, address, telephone number, last four digits of your Social Security Number, and the name of any other person on your agreement with AAC, along with your signature. The exclusion request must be signed by you **and by any co-borrower on your agreement**, unless the co-borrower is deceased, in which case you must include a death certificate with your request. You cannot exclude yourself by having an actual or purported agent or attorney acting for you or a group of Class Members sign the letter. You must mail your exclusion request postmarked no later than **May 12, 2024**, to:

AAC v Eugene Nichols  
c/o Settlement Administrator  
PO Box 23678  
Jacksonville, FL 32241

If you ask to be excluded, you'll get no settlement benefits, and you cannot object to the settlement. You won't be legally bound by anything that happens. You may sue (or continue to sue) AAC about the claims asserted.

## 14. If I don't exclude myself, can I sue AAC for the same thing later?

No. Unless you exclude yourself, you give up any right to sue AAC for the claims this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **May 12, 2024**. Exclusion requests postmarked later than this date will not be honored.

## 15. If I exclude myself, can I get benefits from this settlement?

No. But you may sue, continue to sue, or be part of a different lawsuit against AAC about the same type of claims that were made in this case .

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## THE LAWYERS REPRESENTING YOU

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

The Court appointed Martin L. Daesch, sole member of MLD Law Firm, LLC; Jesse B. Rochman, sole member of JBR Law Firm; Craig W. Richards of OnderLaw LLC; and OnderLaw, LLC to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. They are experienced in handling similar cases against consumer lenders. More information about these lawyers and their firm is available at [www.underlaw.com](http://www.underlaw.com). You needn't hire your own lawyer because Class Counsel is working for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 17. How will the lawyers be paid?

Class Counsel has prosecuted this litigation on a contingent basis and has incurred or advanced all costs, expenses, and attorneys' fees associated with the lawsuit since their investigation of claims against AAC began in 2015. Class Counsel has not been paid for their work or received reimbursement for the expenses they have incurred or advanced for the Class Representative and Class Members. Class Counsel will ask the Court to approve payment of attorney's fees that does not exceed 35% of the value of the settlement benefits, reimbursement for costs and expenses in an amount not to exceed \$40,000. Class Counsel will also request that the Court approve payment of \$20,000 to Eugene Nichols for his services as Class Representative. The fees and expenses would pay Class Counsel for investigating the facts, litigating the case, negotiating the settlement, and paying the costs to administer the settlement.

If Class Counsel sues AAC's insurers (other than Auto Owners and QBE), Class Counsel will do so on a contingent basis and will incur additional costs, expenses and attorneys' fees associated with suing these insurers. Class Counsel will not be paid for their work or receive reimbursement for the expenses they incur or advance associated with suing AAC's insurers. Class Counsel will ask the Court for up to 45% of any monetary recovery from AAC's insurers.

## OBJECTING TO THE SETTLEMENT

You can tell the Court you don't agree with the settlement or some part.

### 18. How do I tell the Court I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can explain why you think the Court shouldn't approve it. The Court will consider your views. To object, you must appear in court at the Fairness Hearing on June 20, 2024 at 9:30 AM or send a letter saying you object to *Automobile Acceptance Corp. v Eugene Nichols*, Case No. 15CY-CV07631-01. Your letter must include your name, address, telephone number, facsimile number (if available), email address (if available), last four digits of your Social Security Number, a statement of your objections, and the reasons and facts you contend support your objections. Your objection must include any documents (including loan documents) you rely upon to support your objection and identify any witnesses you plan to use at the Fairness Hearing (described below). If there is other evidence (e.g., documents) that you rely upon for your objection, you must attach copies to your objection. If you plan to use expert witnesses about your objection, you must provide—with your objection—

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an expert report for each expert outlining the expert’s opinions and the facts and reasons for the expert’s opinions. You must also state whether you intend to appear at the Fairness Hearing and provide copies of any evidence you intend to use at the hearing. Finally, you must sign and date the objection and include a statement substantially in this form: “I declare (or certify, verify, or state) under penalty of perjury that all of the information in the objection is true and correct. Executed on (date). (Signature).”

Mail the objection to the Court, to Class Counsel, and to AAC’s Counsel at the separate addresses below. Your objection must be postmarked no later than **May 12, 2024** or you must appear in court at the Fairness Hearing.

| COURT                                                                                                       | CLASS COUNSEL                                                                                                                   | AAC’S COUNSEL                                                                                                                          | AAC’S COUNSEL                                                                                          |
|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| Clay County<br>Circuit Clerk’s<br>Office<br>Attn: Division 2<br>11 S. Water St<br>Off, Liberty,<br>MO 64068 | Martin L. Daesch<br>Jesse B. Rochman<br>Craig W. Richards<br>OnderLaw, LLC<br>110 E. Lockwood<br>Ave.<br>St. Louis, MO<br>63119 | Timothy Wolf<br>Tyler Hamilton<br>Watters Wolf Bub<br>Hansmann Law<br>Firm<br>600 Kellwood<br>Pkwy, Ste. 120<br>St. Louis, MO<br>63017 | Timothy W. Monsees<br>Monsees & Mayer, P.C.<br>4717 Grand Ave, Ste.<br>820<br>Kansas City, MO<br>64112 |

If an attorney is submitting the objection for you, besides information and materials discussed above, the objection must include the name, address, telephone number, facsimile number (if available), and email address (if available) of your attorney and a detailed description of the legal authorities supporting each objection.

If you file an objection, Class Counsel or AAC’s Counsel may notice and take your deposition, consistent with the Missouri Supreme Court Rules, at an agreed-upon location before the Fairness Hearing and seek any documentary evidence or other tangible things relevant to the objection. Failure by an objector to comply with discovery requests may cause the Court to strike the objection and otherwise deny that person the opportunity to be heard further. The Court reserves the right to tax the costs of any such discovery to the objector or objector’s counsel should the Court determine the objection is frivolous or is made for an improper purpose.

## 19. What’s the difference between objecting and excluding?

Objecting is telling the Court you don’t like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court you don’t want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.



## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

### 20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at **9:30 AM** on **June 20, 2024**, at the Seventh Judicial Circuit of Clay County, Missouri, 11 S Water St Off, Liberty, MO 64068. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Timothy Flook will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and the Class Representative. After the hearing, the Court will decide whether to approve the settlement. We don't know how long these decisions will take.

### 21. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Timothy Flook may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. If you mailed your written objection on time with all the required information, the Court will consider it. You may also pay your own lawyer to attend, but that is unnecessary.

### 22. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. You may speak either for or against the settlement. To speak for the settlement, you must send a letter saying it is your "Notice of Intention to Appear in *Automobile Acceptance Corp. v Eugene Nichols*, Case No. 15CY-CV07631-01." Include your name, address, telephone number, last four digits of your Social Security Number, and your signature. Your "Notice of Intention to Appear" must be postmarked no later than **May 12, 2024**, and be sent to the Circuit Clerk's Office, Class Counsel, and AAC's Counsel, at the addresses provided in question 18.

If you plan to speak at the Fairness Hearing to tell the Court you don't like something about the settlement, you must submit an objection as detailed in question 18 and include with that objection a statement you intend to appear at the Fairness Hearing. The identity of any witnesses or experts you plan to present at the Fairness Hearing, with evidence you intend to present at the Fairness hearing, must also be included with your objection.

You cannot speak at the hearing if you excluded yourself or if you don't send in a request with the required information and documents.

## **GETTING MORE INFORMATION**

### **23. Are there more details about the settlement?**

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to AAC v Eugene Nichols c/o Settlement Administrator, PO Box 23678, Jacksonville, FL 32241, or by visiting [www.aacnoticeclass.com](http://www.aacnoticeclass.com).

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

You can call 1-877-312-9154; write to AAC v Eugene Nichols c/o Settlement Administrator, PO Box 23678, Jacksonville, FL 32241, or visit the website [www.aacnoticeclass.com](http://www.aacnoticeclass.com), where you will find information to help you determine whether you are a Class Member.

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