

DATE SIGNED: November 1, 2022

Electronically signed by Wendy J.N. Klicko  
Circuit Court Judge

STATE OF WISCONSIN

CIRCUIT COURT

SAUK COUNTY

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CHAD AND ROSE LOPER,  
Individually and on behalf of a class of other  
similarly situated,

Case No. 2021CV000427

Plaintiff,

v.

CREATIVE FINANCE INC.,

Defendant.

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**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION**  
**SETTLEMENT AGREEMENT**

THIS CAUSE came before the Court on the Motion for Preliminary Approval of the Class Action Settlement Agreement filed herein by Plaintiffs, Chad and Rose Loper (“the Lopers”), individually and on behalf of all others similarly situated, with respect to the Class Action Settlement Agreement entered into with Defendant, Creative Finance, Inc. (“CFI”). 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”) on October 21, 2022.

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 of the Parties' Settlement Agreement (a) have or had a retail installment sales contract ("Loan Agreement") held by CFI; and (b) had their motor vehicle repossessed in Wisconsin by CFI or its agents; and (c) who have not obtained a discharge in bankruptcy applicable to any such Loan Agreement; and (d) to whom CFI sent a Notice of Sale which did not expressly inform the customer that CFI as the creditor was entitled to recover from the customer the deficiency, if any, remaining after deducting the fair market value of the collateral from the unpaid balance.

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

1. To pay \$475,000.00 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. CFI represents that the size of the Class is approximately 835 accounts.

2. To waive any deficiency arising from the Loan Agreements of the respective Class Members. According to the calculations of CFI based on its current books and records, the aggregate deficiencies owed by the Class Members is approximately \$4,226,232.72 in principal, exclusive of interest ("Waived Deficiencies").

3. To contact the consumer reporting agencies to request that trade-lines referencing information pertaining to the Loan Agreements subject to the Settlement Agreement be permanently removed for all Class Members, with no re-reporting of such information ("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. CFI 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. The Lopers are hereby appointed Class Representatives for the Settlement Class.
4. Robert W. Murphy, Esq. of the Law Office of Robert W. Murphy and Matthew C. Lein, Esq. of the Lien Law Offices 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 by November 21, 2022.
6. Notice in the form of Exhibit “C” attached to the Class Action Settlement Agreement shall be mailed to Class Members by November 30, 2022.
7. Class Counsel shall file the application for the Attorney Fee Award by January 6, 2023.
8. All opt-outs, motions to intervene in, and objections to the proposed Class Action Settlement shall be made on or before January 27, 2023.
9. The Final Approval Hearing will be conducted before the Honorable Wendy J.N. Klicko, Sauk County Court House, 510 Broadway, Baraboo, Wisconsin 53913, in Courtroom #2 on February 27, 2023, at 9:00 a.m. As a result of the effect of COVID-19 on court operations, the final approval hearing may occur telephonically or by Zoom.
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 CFI 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 Plaintiffs 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.