

Exhibit 1

**TWENTY-FIRST JUDICIAL CIRCUIT COURT
ST. LOUIS COUNTY, MISSOURI**

TD AUTO FINANCE, LLC,)
)
 Plaintiff/Counterclaim-Defendant,)
) **Cause No. 18SL-AC06637-01**
 v.)
)
 MICHELLE BEDROSIAN,)
)
 Defendant/Counterclaimant.)
)
)

SETTLEMENT AGREEMENT AND RELEASE

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SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into by and between (i) Plaintiff/Counterclaim-Defendant TD Auto Finance, LLC n/k/a TD Bank, N.A. (“TDAF”), and (ii) Defendant/Counterclaimant Michelle Bedrosian (“Ms. Bedrosian”), individually and as Class Representative on behalf of the Settlement Class. The Parties intend and agree to resolve, discharge, and settle fully, finally, and forever certain claims of the Settlement Class asserted in the case captioned *TD Auto Finance, LLC v. Michelle Bedrosian*, Cause No. 18SL-AC06637-01, pending in the Twenty-First Judicial Circuit Court, St. Louis County, Missouri, subject to approval of the Court.

RECITALS

A. On January 19, 2018, TDAF filed a Petition pursuant to RSMo Chapter 517 for Money Due on Note against Ms. Bedrosian (the “Petition”) seeking to recover a deficiency balance remaining on her retail installment sales contract with TDAF entered in connection with her purchase and financing of a 2009 Dodge Charger (the “Vehicle”).

B. On May 30, 2018, Ms. Bedrosian filed an Answer and Counterclaim to TDAF’s Petition as well as a contemporaneous Motion to Certify the case to the Circuit Court. On June 6, 2018, the Motion to Certify was granted and the cause was certified to the Circuit Court. On June 11, 2018, TDAF filed its Reply to Ms. Bedrosian’s Counterclaim.

C. On July 9, 2018, Ms. Bedrosian filed a First Amended Answer and Counterclaim to add class allegations (the “Class Counterclaim”), which alleged that TDAF engaged in unlawful acts in connection with the repossession and sale of her Vehicle purchased as part of a consumer transaction in violation of the Uniform Commercial Code (“UCC”). In particular, Ms. Bedrosian alleged that the notices mailed to her before and after the disposition of her Vehicle by TDAF, the

“pre-sale notice” and “post-sale notice,” respectively, were misleading or otherwise unreasonable in violation of RSMo § 400.9-611 to § 400.9-616. Ms. Bedrosian also alleged that TDAF violated RSMo § 408.553, and therefore the UCC, by charging her interest after default but before a final judgment.

D. Ms. Bedrosian sought to represent two classes under Missouri Rules of Civil Procedure 52.08(a) and 52.08(b)(3)—a Nationwide Class and a Missouri Class. The Nationwide Class was defined as all persons within the applicable statute of limitations (a) who are named as borrowers or buyers on a loan or financing agreement with TDAF, assigned to TDAF, or owned by TDAF; (b) whose loan or financing agreement was secured by collateral; (c) whose collateral was repossessed, voluntarily or involuntarily; and (d) whose collateral was disposed. Alternatively, Ms. Bedrosian defined the Nationwide Class as all persons within the applicable statute of limitations (a) who TDAF failed to mail a pre-sale notice; (b) who TDAF mailed a pre-sale notice that stated anywhere in the notice: “you must pay with,” “first way,” or “second way;” (c) who TDAF failed to mail a post-sale notice; or (d) who TDAF mailed a post-sale notice after disposing of the collateral or receiving insurance proceeds for the collateral.

E. The Missouri Class comprised of all persons within the Nationwide Class (a) who obtained a Missouri Certificate of Title for a motor vehicle identifying TDAF as the lienholder, or who are named as borrowers or buyers with a Missouri address on a loan or financing agreement with TDAF, assigned to TDAF, or owned by TDAF; (b) whose loan or financing agreement was secured by a motor vehicle or other collateral; (c) whose motor vehicle or other collateral was repossessed, involuntarily or voluntarily; and (d) whose motor vehicle or other collateral was disposed from May 30, 2012 to the present. Alternatively, Ms. Bedrosian defined the Missouri Class as all persons within the Nationwide Class who obtained a Missouri Certificate of Title for

a motor vehicle identifying TDAF as the lienholder, or who are named as borrowers or buyers with a Missouri address on a loan or financing agreement with TDAF, assigned to TDAF, or owned by TDAF; and from May 30, 2012 to the present: (a) who TDAF failed to mail a pre-sale notice; (b) who TDAF mailed a pre-sale notice that stated anywhere in the notice: “you must pay with,” “first way,” or “second way;” (c) who TDAF failed to mail a post-sale notice; or (d) who TDAF mailed a post-sale notice after disposing of the collateral or receiving insurance proceeds for the collateral.

F. On October 19, 2018, TDAF filed a motion to Compel arbitration or, in the alternative, dismiss class claims in the First Amended Counterclaim (the “Motion to Compel Arbitration”) based on an arbitration clause in Ms. Bedrosian’s Credit Application with TDAF.

G. On December 21, 2018, the Court denied TDAF’s Motion to Compel Arbitration.

H. On December 31, 2018, TDAF filed a notice of appeal of the trial court’s denial of its Motion to Compel Arbitration to the Missouri Court of Appeals, which was docketed at Case No. ED107438.

I. In early 2020, the Parties engaged in direct settlement discussions with the assistance of Judge Gary M Gaertner, Jr., Missouri Court of Appeals, Eastern District. These discussions were ultimately unsuccessful.

J. On May 29, 2020, the Parties participated in an arm’s length mediation with JAMS before Hon. Diane M. Welsh (ret.), which was unsuccessful in resolving the parties’ dispute but nevertheless productive on many of the disputed issues.

K. On June 16, 2020, the Missouri Court of Appeals found in favor of TDAF and reversed and remanded the case to the Circuit Court.

L. On July 1, 2020, Ms. Bedrosian filed a motion for rehearing or transfer to the Missouri Supreme Court on the issue raised in TDAF's appeal, which was denied. On August 11, 2020, Ms. Bedrosian filed an application for transfer to the Missouri Supreme Court, which was also denied.

M. On June 18, 2021, the Parties filed a consent notice to stay the trial court proceeding pending arbitration, which the Circuit Court granted

N. During the foregoing stay in the Circuit Court, the Parties initiated arbitration before the American Arbitration Association ("AAA"), with Ms. Bedrosian filing her Demand for Arbitration under the Consumer Arbitration Rules on March 17, 2021.

O. On September 10, 2021, Ms. Bedrosian submitted her Brief to Oppose Arbitrability. On October 15, 2021, TDAF submitted its Brief in Support of Arbitrability, and Ms. Bedrosian submitted her Reply Brief to Oppose Arbitrability on December 9, 2021.

P. The Parties have briefed many of the issues in this matter through motions practice, mediation statements, AAA briefing, and other materials submitted to Judge Welsh as mediator and the Parties' selected AAA arbitrator, Mr. Bradley Winters, Esq.

Q. Based upon their investigation and evaluation of the facts and law relating to the matters in the pleadings, mediation before Judge Welsh, and fruitful, months-long settlement discussions, the Parties have agreed to settle this Action pursuant to the provisions of this Agreement.

R. TDAF has denied and continues to deny each and every allegation of liability, wrongdoing, and damages, as it has factual and legal defenses to all claims and class allegations asserted in the Action. TDAF has always maintained, and continues to maintain, that it has acted in accordance with governing law. Ms. Bedrosian likewise maintains the strength of her positions.

This Agreement shall in no event be construed as, or deemed to be evidence of, an admission or concession on the part of the Parties with respect to any claim by any Class Member, any fault, liability, wrongdoing or damage, or any defenses TDAF asserted. The Parties nonetheless have concluded that continuing the Action would be protracted, expensive, and disruptive to their business and/or lives. They therefore have decided that it is desirable to fully and finally settle the Action on the terms and conditions set forth herein to avoid the further expense, inconvenience, and distraction of the Action and to dispel any related uncertainty.

S. By this Agreement, and recognizing the consideration provided for under this Agreement, the Class Representative and Class Counsel intend to fully and finally resolve the remaining claims against TDAF in connection with the Action, as more fully set forth herein.

T. The Class Representative and Class Counsel recognize the expense and length of proceedings necessary to continue the litigation through further discovery, motion practice, trial, and any possible appeals. They have taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. They are also aware of the burdens of proof necessary to establish liability and damages for the claims alleged in the Action and the defenses thereto. Based upon their evaluation, the Class Representative and Class Counsel have determined that the settlement set forth in the Agreement is in the best interests of the Class Representative and the Settlement Class and is fair, adequate and reasonable, based upon the following substantial benefits that the settlement bestows upon the Settlement Class:

- i. For all Settlement Class Members, TDAF will waive all Deficiency Balances, which total approximately \$6.57 million, on their TDAF accounts;
- ii. TDAF will pay \$2,200,000 into a Settlement Fund for the benefit of the Settlement Class and for the purposes of implementing this settlement, which will be used to provide monetary relief to Settlement Class Members, as described below, to pay an Incentive Payment to the Class Representative, to pay the Settlement Administrator's costs associated with disseminating the

Class Notice, setting up a Settlement Website, distributing funds, and any other costs associated with the Settlement Administrator's duties, and to pay Attorney's Fees and Expenses incurred by the Settlement Class through Class Counsel, all as approved by the Court;

- iii. Settlement Class Members will be entitled to a cash benefit equal to a pro rata share of the Settlement Fund after deduction of the Incentive Payment, Settlement Administration costs, and Attorney's Fees and Expenses;
- iv. TDAF will request the Credit Reporting Agencies Equifax, Experian, and TransUnion to delete the reporting of the Settlement Class Members' Accounts that are the subject of this Action; and
- v. For all Settlement Class Members against whom TDAF has a deficiency judgment related to their TDAF accounts, TDAF will file satisfaction of judgments for each such judgment.

U. This Agreement and all associated exhibits or attachments are made for the sole purpose of attempting to consummate settlement of this Action on a class-wide basis. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action is pled as a class action, this settlement must receive preliminary and final approval by the Court. Accordingly, the Class Representative and TDAF enter into this Agreement and associated settlement on a conditional basis. In the event that TDAF or the Class Representative exercise a right herein to terminate or rescind this Agreement, the Court does not execute and file the Order Granting Final Approval of Settlement, or the associated Judgment does not become Final for any reason, this Agreement shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever by anyone, and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of Missouri Rule of Evidence 408, any and all state or Federal statutes of a similar nature, and the mediation privilege. Notwithstanding the foregoing, the Parties may use, offer, admit, or refer to the Agreement and to the settlement reached where necessary to defend themselves in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding.

V. The Parties expressly reserve all rights, claims and defenses and do not waive any such rights, claims or defenses in the event that the Agreement is not approved for any reason. The Parties agree that they each retain and reserve all rights, and agree not to take a position to the contrary. The Class Representative and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that TDAF could not contest class certification and/or proceeding collectively on any grounds if the Action were to proceed or that this Agreement is evidence of or constitutes an admission that class certification may be appropriate.

1. Definitions.

As used in all parts of this Agreement, including the recitals above, and the exhibits hereto, the following terms have the meanings specified below:

1.1. “Action” means the matter initially filed on or about January 19, 2018 in the Associate Circuit Court in Warren County, Missouri, later transferred to the Associate Circuit Court in St. Louis, Missouri, and then certified to the Twenty-First Judicial Circuit Court in St. Louis, Missouri, Case No. 18SL-AC06637-01, entitled *TD Auto Finance, LLC v. Michelle Bedrosian*, including all appeals. At the time of settlement, the Action was stayed pending arbitration with the AAA at AAA Case No. 01-21-0002-3317.

1.2. “Account” or “Accounts” means each Settlement Class Member’s account with TDAF related to the financing of their vehicles, which were subsequently repossessed and which are the subject of this Action.

1.3. “Agreement” or “Settlement Agreement” means this Settlement Agreement and Release and all of its attachments and exhibits, which the Class Representative and TDAF understand and agree sets forth all material terms and conditions of the settlement of the Action between them and which is subject to Court approval. It is understood and agreed that TDAF’s

obligations under this Agreement are conditioned on, *inter alia*, the occurrence of the Effective Date and other conditions set forth in this Agreement.

1.4. “Attorney’s Fees and Expenses” means such funds as may be awarded to Class Counsel pursuant to paragraph 15 of the Agreement to compensate them for their fees and expenses incurred in connection with the Action.

1.5. “Class” means the collective group of consumers who: (1) purchased a motor vehicle from a dealer in Missouri or had a Missouri address at or around the time of repossession of the motor vehicle; (2) as part of the purchase transaction entered into a RISC where the RISC was assigned to TDAF; and (3) from May 30, 2012 to the date of entry of the Preliminary Approval Order were mailed a “Notice After Repossession or Voluntary Surrender” and/or “Deficiency Notice Letter” by TDAF. The Class does not include any individual who validly opts out of the Settlement pursuant to the procedures set forth herein.

1.6. “Class Counsel” means, collectively, Jesse B. Rochman (sole member of JBR Law, LLC), Martin L. Daesch (sole member of MLD Law Firm, LLC), and Craig W. Richards.

1.7. “Class Member” or “Member of the Class” means a natural person who is a member of the Class according to the Class definition herein.

1.8. “Class Representative” means Michelle Bedrosian, the named counterclaimant and proposed class representative in the Action identified in the first Paragraph of this Agreement.

1.9. “Class Counterclaim” means the First Amended Answer and Counterclaim filed by the Class Representative in the Action.

1.10. “Consumer Credit Report” refers to an individual’s credit report as issued by any of the three major Credit Reporting Agencies.

1.11. “Court” means the Twenty-First Judicial Circuit Court in St. Louis, Missouri.

1.12. “Credit Reporting Agency” or “Credit Reporting Agencies” refers to TransUnion, Experian, Equifax, and any other credit reporting agency to which TDAF reports.

1.13. “Deficiency Balance” for purposes of this settlement, means the alleged Account balance remaining following the repossession and disposition of a Settlement Class Member’s vehicle, after crediting the Class Member’s account with the sale price of the vehicle and including all interest and other charges. The Parties agree the original amount and enforceability of the Deficiency Balances for all Settlement Class Members are disputed in good faith. TDAF currently estimates the Settlement Class Members’ aggregate Deficiency Balance is approximately \$6.57 million.

1.14. “Deficiency Balance Waiver” refers to the waiver of a Settlement Class Member’s Deficiency Balance.

1.15. “Deficiency Notice Letter” means a notice letter containing an explanation of how TDAF calculated a Settlement Class Member’s deficiency balance after the disposition of their vehicle.

1.16. “Disparaging” language or statements means statements that are false, misleading, or might tend to cast the Parties in a negative light, regardless of their truth or falsity.

1.17. “Distribution Date” means 60 days after the Effective Date.

1.18. “Effective Date” means the date when all of the conditions set forth in section 2 have occurred, provided, however, that TDAF has not exercised its right of termination under section 13 of this Agreement.

1.19. “Final” means five (5) business days after the latest of: (i) the date of final affirmance on an appeal of the Judgment; (ii) the date of final dismissal with prejudice of the last pending appeal from the Judgment; (iii) if no appeal is filed, the expiration of the date of the time

for the filing or noticing any form of valid appeal or writ review from the Judgment. If the Judgment is set aside, modified, or overturned by any court including on appeal and is not fully reinstated on appeal, the Judgment shall not become Final.

1.20. “Final Approval Hearing” means a hearing set by the Court to take place on or about the date which is at least sixty (60) days after the Opt-Out Deadline for the purpose of:

- (i) Determining the fairness, adequacy and reasonableness of the Agreement and associated settlement pursuant to class action procedures and requirements;
- (ii) Determining the good faith of the Agreement and associated settlement; and
- (iii) Entering Judgment.

1.21. “Final Approval Order,” “Order of Final Approval,” and “Order Granting Final Approval of Settlement” shall mean an order to be entered and filed by the Court entitled “Final Judgment and Order of Dismissal with Prejudice”, substantially in the form attached hereto as **Exhibit 3**.

1.22. “Gross Settlement Fund” is the sum of the Settlement Fund, the total of the Deficiency Balance Waiver, and the quantifiable benefits from deleting the reporting of the Settlement Class Members’ Accounts that are the subject of this Action.

1.23. “Judgment” means the Final Approval Order and judgment to be rendered by the Court pursuant to this Agreement, in the form attached hereto as **Exhibit 3**, or in a similar form without material changes thereto.

1.24. “Mail Notice” means the Notice that is mailed by the Settlement Administrator to potential Settlement Class Members, in substantially the form attached as **Exhibit 1-A** to this

Agreement and/or as ultimately approved by the Court. Mail Notice shall be mailed not less than ninety (90) days before the date set by the Court for the Final Approval Hearing.

1.25. “Ms. Bedrosian” means Class Representative Michelle Bedrosian.

1.26. “Notice” or “Class Notice” means a notice entitled “Notice of Proposed Settlement of Class Action” to be approved by the Court and posted to the Settlement Website, substantially in the form attached hereto as **Exhibit 1-B**.

1.27. “Notice After Repossession or Voluntary Surrender Letter” means a notice of intent to dispose of a repossessed or surrendered motor vehicle.

1.28. “Notice Approval Date” means the date of the Preliminary Approval Order when the Court approves the Notice.

1.29. “Notice List” means a list, to be treated as Confidential pursuant to the terms of the Protective Order, listing the names and addresses of all Class Members, as prepared by TDAF.

1.30. The “Notice Mailing Date” shall be a date no later than sixty (60) days after the Notice Approval Date, when the Notice is mailed to the individuals on the Notice List.

1.31. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections to the Settlement, if any, in accordance with section 12 of this Agreement to be able to object to the Settlement. The Objection Deadline shall be no earlier than thirty (30) days after the Notice Mailing Date and not later than sixty (60) days prior to the Final Approval Hearing.

1.32. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Request to Opt Out must be filed or submitted in writing to the Settlement Administrator in accordance with section 11 of this Agreement in order for a person who would otherwise fall within the definition of Settlement Class to be excluded from the

Settlement Class. The Opt-Out Deadline shall be no earlier than thirty (30) days after the Notice Mailing Date and not later than sixty (60) days prior to the Final Approval Hearing.

1.33. “Parties” means the Class Representative, on behalf of herself and all Members of the Settlement Class, and TDAF.

1.34. “Preliminary Approval Order” shall mean an order to be executed and filed by the Court entitled “Order Preliminarily Approving Settlement and Providing for Notice” substantially in the form attached hereto as **Exhibit 2**.

1.35. “Protective Order” shall mean the Stipulated Protective Order entered in the Action on December 17, 2019.

1.36. “Released Claims” mean any and all claims, defenses, demands, actions, causes of action, offsets, setoffs, suits, damages, lawsuits, costs, relief for contempt, losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever in law or in equity, for any relief whatsoever, including monetary, sanctions or damage for contempt, injunctive, or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, statutory damages, contribution or indemnity, penalties, interest, attorneys’ fees, costs, or expenses, whether a known or Unknown Claim, suspected or unsuspected, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to: (1) allegations that were or could have been asserted in the Class Counterclaim; (2) any claim regarding or relating to a Notice After Repossession or Voluntary Surrender Letter, and the Deficiency Notice Letter; (3) the origination, financing, assignment, and servicing of any Account; (4) the repossession, surrender to, and control of any vehicle by TDAF or any individual or entity acting on its behalf relating to any Account; (5) the charging, payment, collection, and attempted

collection of amounts relating to any Account; (6) any notice or other communication delivered or required to be delivered before, after, or otherwise in connection with the repossession, surrender, control, or disposition of any vehicle relevant to any Account; (7) any sale or disposition of any vehicle related to any Account; (8) the furnishing of information to Credit Reporting Agencies related to any Account; or (9) any claim arising out of or relating to any Account regarding the Uniform Commercial Code, the Missouri Uniform Commercial Code, including but not limited to RSMo. § 365.145, RSMo. § 400.9-611, RSMo. § 400.9-614, RSMo. § 400.9-616, RSMo. § 408.553, RSMo. § 408.556, RSMo. § 408.557.

1.37. “Releasees,” “the Releasees,” or “the Released Parties” means (1) TDAF; (2) each of TDAF’s past, present, or future subsidiaries, parent companies, divisions, affiliates, partners or any other organization units of any kind doing business under their names, or doing business under any other names, or any entity now or in the past controlled by, controlling, or under the common control with any of the foregoing and doing business under any other names, and each and all of their respective affiliates and subsidiaries, and each of their respective predecessors, successors, and assigns; and (3) each of the present and former officers, directors, partners, shareholders, agents, employees, attorneys (including any consultants hired by counsel), advisors, independent contractors, representatives, beneficial owners, insurers, accountants, heirs, executors, and administrators, and each of their respective predecessors, successors, and assigns of any person or entities in subparts (1) or (2) hereof. This definition specifically includes TD Auto Finance, LLC and TD Bank, N.A.

1.38. “Releasers” means the Class Representative, all Settlement Class Members, and each of their respective heirs, executors, administrators, assigns, predecessors, and successors, and any other person claiming by or through any or all of them.

1.39. “Request to Opt Out” means the written request from a Class Member that seeks to exclude that person from the Settlement Class and that complies with the requirements set forth in section 11 of this Agreement.

1.40. “RISC” means a motor vehicle retail installment sales contract for the purchase of a motor vehicle.

1.41. “Settlement” means the settlement terms set forth in this Agreement.

1.42. “Settlement Administrator” means third-party RG/2 Claims Administration LLC, as agreed upon by the Parties, which will act as the Settlement Administrator and assist with implementing and effectuating the terms of this Agreement.

1.43. “Settlement Class” means the collective group of all of the Class Members who do not properly and timely exclude themselves from a Settlement, and thus means the collective group of all of the Class Members who will become bound by the Judgment when the Effective Date occurs.

1.44. “Settlement Class Member” or “Member of the Settlement Class” means any person who is a member of the Settlement Class.

1.45. “Settlement Fund” means the Two Million, Two Hundred Thousand Dollars (\$2,200,000) that TDAF shall pay pursuant to section 3 of the Agreement. The Settlement Fund is for the benefit of the Settlement Class and will be used to pay Settlement Class Members, the Incentive Payment, Attorney’s Fees and Expenses, and costs of settlement administration.

1.46. “Settlement Website” means the website to be established by the Settlement Administrator as set forth in section 7.

1.47. “TDAF” refers to Plaintiff/Counterclaim-Defendant TD Auto Finance, LLC, now known as TD Bank, N.A. On December 31, 2021, a merger of TDAF and TD Bank, N.A. was completed, with TD Bank N.A. thereafter owning and operating TDAF.

1.48. “TDAF’s Counsel” shall mean TDAF’s counsel of record in the Action.

1.49. “Unknown Claims” mean any Released Claims which any Releasor does not know or suspect to exist in his or her favor at the time of the entry of the Judgment, and which, if known by him or her might have affected his or her settlement with and release of the Releasees, or might have affected his or her decision to opt out of the Settlement Class or to object to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Class Representative shall expressly and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have to the fullest extent allowed by law, waived the provisions, rights, and benefits of any statute or principle of common law which provides that general releases do not extend to claims which the debtor does not know or suspect exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the creditor. Each Releasor may hereafter discover facts in addition to or different from those which he or she now knows or believes to be true with respect to the subject matter of the Released Claims, but the Releasors, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released to the fullest extent allowed by law any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which then exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, contract, law, or rule,

without regard to the subsequent discovery or existence of such different or additional facts. The Class Representative acknowledges, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material term of the settlement of which this release is a part.

1.50. The plural of any defined term includes the singular, and the singular of any defined term includes the plural.

1.51. Other terms are defined in the text of this Agreement and shall have the meaning given to those terms in the text. In all documents related to the Settlement, capitalized terms shall have the meanings given to them in this Agreement.

2. Conditions and Effectiveness of Agreement.

2.1 This Agreement is expressly contingent upon the satisfaction, in full, of the material conditions set forth below. The Effective Date of this Agreement shall be the date when all of the following actions and events listed below have occurred.

2.2 The Parties have signed the Agreement.

2.3 Court Approval. The Court approves this Agreement in accordance with the following steps:

2.3.1 Motion for Preliminary Approval. After good faith consultation with Defense Counsel, Class Counsel will present a Motion for Preliminary Approval to the Court within twenty (20) days after execution of this Agreement including the Mail Notice and Class Notice, in substantially the form of **Exhibit 1-A and 1-B** hereto, and the Preliminary Approval Order, in substantially the form of **Exhibit 2** hereto.

2.3.2 Certification of Class for Settlement Purposes. In connection with the proceedings for Preliminary and Final Approval, the Class Representative shall seek orders

(Preliminary and Final, respectively) certifying the Class pursuant to Rule 52.08 of the Missouri Rules of Civil Procedure for purposes of this Settlement only.

2.3.3 Entry of Preliminary Approval Order. The Court shall enter a Preliminary Approval Order in substantially the form of that attached as **Exhibit 2** hereto, which shall among other things:

a. Preliminarily certify the proposed Class under Rule 52.08 of the Missouri Rules of Civil Procedure for settlement purposes only;

b. Preliminarily approve this Agreement as fair, reasonable and adequate under Rule 52.08 of the Missouri Rules of Civil Procedure subject to final determination by the Court;

c. Approve the appointment of the Class Representative as representative of the Class for the Settlement and the appointment of Class Counsel as counsel for the Class for the Settlement;

d. Approve a form of Mail Notice substantially in the form of **Exhibit 1-A** to be mailed to the individuals on the Notice List and Class Notice substantially in the form of **Exhibit 1-B** to be posted on the Settlement Website;

e. Direct the Settlement Administrator, promptly after entry by the Court of the Preliminary Approval Order, to mail the Notice to each individual on the Notice List by first-class mail;

f. Schedule a Final Approval Hearing for final approval of this settlement;

g. Establish a procedure for Members of the Class to exclude themselves and set a date, at least sixty (60) days before the Final Approval Hearing, after which no Member of

the Class shall be allowed to opt out of the Settlement and shall be bound to the terms of the Settlement;

h. Establish a procedure for Settlement Class Members to appear and/or object to the Settlement and set a date, at least sixty (60) days before the Final Approval Hearing, after which no Settlement Class Member shall be allowed to object;

i. Require any attorneys representing Settlement Class Members, at the Settlement Class Member's expense, to file a notice of appearance;

j. Stay all proceedings in the Action against TDAF, other than proceedings as may be necessary to carry out the terms and conditions of the Agreement;

k. Contain such other and further provisions consistent with the terms and provisions of this Agreement as the Court may deem advisable; and

l. Authorize the Parties to take all necessary and appropriate steps to establish the means necessary to implement the terms of this Agreement.

2.4 Class Notice. The Settlement Administrator shall cause the Mail Notice to be mailed and Class Notice to be posted pursuant to the Preliminary Approval Order and the terms of this Agreement.

2.5 Order of Final Approval and Judgment. The Court shall enter the Order of Final Approval substantially in the form attached as **Exhibit 3**, which shall among other things:

a. Find that (i) the Court has personal jurisdiction over the Settlement Class Members, (ii) the Court has personal jurisdiction over the claims asserted in the Action, and (iii) venue is proper;

b. Finally approve the Settlement;

c. Finally certify the Settlement Class for settlement purposes only;

d. Find that the form and means of disseminating the Class Notice complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution, and find that the Parties and procedures used complied with Missouri law so as to give full effect to the Settlement;

e. Enter Final Judgment with respect to the Released Claims of all Settlement Class Members and dismiss the Released Claims with prejudice;

f. Make the Releases in section 10 of this Agreement effective as of the date the Final Judgment becomes Final.

g. Permanently bar the Class Representative and all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction for the Released Claims;

h. Permanently bar the Class Representative and all Settlement Class Members from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, or persons who would otherwise fall within the definition of Settlement Class Members but who have requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint or counterclaim to include class allegations, or seeking class certification in a pending action in any jurisdiction based on or relating to any of the Released Claims);

i. Find that, by operation of the Judgment becoming Final, the Class Representative and all of the Settlement Class Members shall be deemed to have forever released, relinquished, and discharged the Released Parties from any and all Released Claims;

j. Authorize the Parties to implement the terms of this Agreement;

k. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Judgment, and for any other necessary purpose; and

1. Issue related orders to effectuate the Final Approval of the Settlement and its implementation.

2.6 Finality of Judgment. There is Finality of Judgment when the Final Approval Order has become Final, including expiration of the time for filing any appeal or other form of objection to the Final Approval Order, full and final resolution of any appeal or objection that may be filed, and expiration of the time for seeking review of that disposition through an appeal, *en banc* hearing, or higher level of review.

3. Settlement Consideration.

3.1 In consideration for the Releases set forth in section 10 and other consideration as stated in the Agreement, TDAF will provide the following benefits.

3.2 Waiver of Deficiency Balances.

3.2.1 Upon the Effective Date, TDAF shall cease collecting on and agrees to waive the Deficiency Balance alleged to be owed by each Settlement Class Member. Upon the Effective Date, TDAF shall not accept payments on Deficiency Balances and will use best efforts to return any payment received by returning the payment instrument to the sender. TDAF represents that, to the best of its knowledge based on researching customer accounts, the Deficiency Balances allegedly owed by Settlement Class Members total approximately \$6.57 million.

3.2.2 Settlement Class Members may elect not to receive a Deficiency Balance Waiver by making such an election in writing. To make such an election, the Settlement Class

Member must comply with the procedures and deadlines in this Agreement and any Court order entered in this case. The Settlement Class Member must complete and send to the Settlement Administrator, at the address listed in the Class Notice and on the Settlement Website for this Settlement, a statement in accordance with Paragraph 11.8 below that is postmarked no later than the deadline specified in the Class Notice. All borrowers (including co-borrowers) on a given Account must elect not to receive a Deficiency Balance Waiver in order for the waiver to be effective for that Account. Any Settlement Class Member that elects not to receive a Deficiency Balance Waiver is still otherwise bound by the terms of this Agreement based on the good and valuable consideration provided herein. TDAF shall be permitted to resume collection of the Deficiency Balance on the Account of any Settlement Class Member who timely elects not to receive the Deficiency Balance Waiver.

3.3 Settlement Monetary Consideration. Settlement Consideration under this Agreement includes the following:

3.3.1 Within thirty (30) days after the Court's entry of the Preliminary Approval Order, TDAF will fund the Settlement Fund by depositing the sum of Two Million, Two Hundred Thousand Dollars (\$2,200,000) into an escrow account with the Settlement Administrator, the terms of which shall be subject to TDAF's approval.

3.3.2 The Settlement Administrator's costs associated with disseminating the Mail Notice, Class Notice, the Settlement Website, distributing checks to Settlement Class Members, and any escrow, administrative and/or bank related fees and costs associated with the Settlement Administrator's distribution of payments as well as the Incentive Payment to the Class

Representative, Attorney's Fees and Expenses awarded by the Court shall be paid out of the Settlement Fund.

3.3.3 After deducting the Court-approved Incentive Payment to the Class Representative, as set forth in section 5.2, any administrative costs, and the Attorney's Fees and Expenses from the Settlement Fund, Settlement Class Members shall be paid from the Settlement Fund in an amount equal to the pro rata share of the Settlement Fund, which is to be calculated per account included in the Settlement Class according to a Prorated Percentage. The Prorated Percentage for each Account is equal to a numerator consisting of 10% of the "Amount Financed" on the RISC plus the "Finance Charge" on the RISC and a denominator consisting of 10% of the aggregate "Amount Financed" plus the aggregate "Finance Charge" for the Class. In the case of accounts that list more than one person as a borrower or co-borrower, the pro rata share payable on that account will be divided equally among borrowers or co-borrowers with separate checks issued to each.

3.3.4 Under no circumstances shall TDAF's total payment obligation under the Settlement Agreement exceed \$2,200,000.

3.4 Deletion of Tradelines.

3.4.1 TDAF represents and warrants that within ninety (90) days after the Effective Date, it will ask the Credit Reporting Agencies to delete the tradelines associated with each Settlement Class Member's Account. The Class Representative on behalf of herself and the Settlement Class agree that the Credit Reporting Agencies are separate entities from TDAF and that TDAF does not and cannot guarantee, warrant, or take responsibility for the performance of the Credit Reporting Agencies with respect to changing, deleting, suppressing, or making entries regarding any information previously reported to them by TDAF concerning the Settlement Class

Member's Account and that no cause of action can or will be stated against TDAF, including any for breach of this Agreement against TDAF, in the event any credit reporting agency fails to amend a Settlement Class Member's credit history pursuant to the deletion request. TDAF is not required to request deletion from any credit reporting agency that TDAF has not reported the Account to. If an item fails to get deleted or the reporting reoccurs on any Account after TDAF's initial request, and Class Counsel provides prompt written notice to counsel for TDAF (K. Issac deVyver, McGuireWoods LLP, Tower, Two Sixty, 260 Forbes Avenue, Suite 1800, Pittsburgh, PA 15222-3142) and provides full copies of any credit bureau reports for which Class Counsel contends the trade lines were not deleted, TDAF will submit an "Automated Universal Data Form" or its equivalent to the Credit Reporting Agencies directing them to delete the information required. After submitting one further "Automated Universal Data Form," TDAF's obligation under this section are complete. Class Representative, on behalf of herself and the Settlement Class, further understands that it may take up to 60 days for the credit bureaus to make the requested credit report change.

3.4.2 Nothing in section 3.4 is an admission either about TDAF's current or past practices, or an admission that the terms are mandated by law or other requirement.

3.4.3 The estimated value of this benefit for each Settlement Class Member is \$10,000. *See Universal Credit Acceptance, Inc. v. Myers*, No. 15JE-AC05976-01, at 9 n. 1 (Mo. Cir. Feb. 8, 2021) ("Using an estimate of \$10,000 in benefit conferred to each class member for deleting their tradeline from their credit reports, the Settlement Class also receives a benefit of approximately \$77,010,000 (\$10,000 per each of the 7,701 identified class members).").

3.5 Satisfaction of Judgments. Upon the Effective Date, TDAF shall cease collecting on all judgments entered against Settlement Class members for deficiency balances on the loans

that are the subject of this Action. Upon the Effective Date, TDAF shall not accept payments on any such judgment and will use best efforts to return any payment received by returning the payment instrument to the sender. TDAF represents and warrants that within sixty (60) days after the Effective Date, it will file satisfactions of judgment for all Settlement Class Members with judgments entered against them for deficiency balances on the loans that are the subject of this Action, unless such judgments have already been satisfied or have lapsed or been extinguished due to the passage of time. If TDAF is subsequently notified at any point of a judgment entitled to satisfaction under this paragraph for which a satisfaction of judgment has not been filed, TDAF will promptly file a responsive satisfaction of judgment, and provided TDAF does so, it will not be in breach of this Agreement or have any liability. TDAF represents that, to the best of its knowledge based on researching customer accounts, the aggregate balance of judgments against Settlement Class Members total approximately \$900,000.

3.6 Tax Treatment.

3.6.1 This Agreement is enforceable regardless of its tax consequences.

3.6.2 The Parties understand and agree that this Agreement reflects the settlement of disputed legal claims and the Settlement Administrator makes no representations regarding the Agreement's tax consequences. The Deficiency Balance Waiver constitutes the settlement of a disputed debt or contested liability. Class Representative contends any Deficiency Balances never arose due to TDAF's alleged failure to comply with Missouri law. TDAF takes no position regarding Class Representative's contention.

3.6.3 For each Deficiency Balance Waiver, Satisfaction of Judgment, or payment made pursuant to this Settlement, TDAF, itself or through the Settlement Administrator, may report each waiver, satisfaction, or payment to government authorities including the IRS if required by law

and consistent with the ordinary course of TDAF's applicable tax accounting practices, and it may make all required deductions and/or withholdings. A Form 1099 may be issued to each Class Member who does not opt out or elect not to receive the Deficiency Balance Waiver. Any Form 1099-C TDAF issues to Settlement Class Members must only reflect the portion of the Deficiency Balance attributable to principal and exclude accrued interest, fees, charges, and other expenses of any kind pursuant to 26 CFR § 1.6050P-1(d) *et seq.*

3.6.4 Settlement Class Members will be solely responsible for the reporting and payment of any federal, state, and/or local income or other tax or any other withholdings, if any, on any of the payments made pursuant to the Settlement. TDAF makes no representations as to the taxability of any portions of the benefits provided to Settlement Class Members herein.

3.6.5 The Notice will advise Settlement Class Members to seek their own tax advice prior to acting in response to the Notices. If the IRS makes an inquiry, audit, or challenge regarding a Deficiency Balance Waiver for a particular Settlement Class Member, TDAF will use good faith, commercially reasonable efforts to respond to any request from a Settlement Class Member for documents or information reasonably necessary to respond to the IRS inquiry, audit, or challenge within 20 business days after receipt of the request on behalf of the specific Settlement Class Member. Nothing in this paragraph shall require TDAF to preserve documents or information for any Settlement Class Member longer than its prevailing document retention policy.

4. Qualified Settlement Fund.

4.1 The Settlement Fund shall constitute a "qualified settlement fund" ("QSF") within the meaning of Treasury Regulation Section 1.468B-1 promulgated under Section 468B of the Internal Revenue Code of 1986 as amended. The Settlement Administrator shall be the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)(3).

4.2 Upon or before establishment of the QSF, the Settlement Administrator shall apply for an employer identification number for the QSF utilizing Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4), and shall provide TDAF with that employer identification number on a properly completed and signed IRS Form W-9.

4.3 If requested by either TDAF or the Settlement Administrator, the Settlement Administrator and TDAF shall fully cooperate in filing a relation-back election under Treasury Regulation § 1.468B-1 (j)(2) to treat the QSF as coming into existence as a settlement fund as of the earliest possible date.

4.4 Following its remittance of the Settlement Fund monies as described in paragraph 3.3.1 of this Agreement, TDAF shall have no responsibility, financial obligation or liability whatsoever with respect to the notifications to the Class required hereunder, the processing of opt out letters, payments to Settlement Class Members, payments to the Class Representative, investment of QSF funds, payment of federal, state, and local income, employment, unemployment, excise, and any other taxes, penalties, interest or other charges related to taxes imposed on the QSF or its disbursements, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the QSF, since it is agreed that such deposit shall fully discharge TDAF's obligation to the Class Representative, Settlement Class Members, Class Counsel and expenses of administration with respect to the disposition of the Settlement Fund.

4.5 The Settlement Administrator shall file or cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(l) and Treasury Regulation § 1.468B-2(1)(2). Any contract,

agreement or understanding with the Settlement Administrator relating to the QSF shall require the Settlement Administrator or its agent to file or cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder.

4.6 All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Settlement Fund or otherwise, including any taxes or tax detriments that may be imposed upon TDAF or its counsel with respect to income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise (collectively “Taxes”), shall be paid out of the Settlement Fund. Class Representative and Class Counsel, and TDAF and its counsel, shall have no liability or responsibility for any of the Taxes. The Settlement Fund shall indemnify and hold harmless Class Representative, Class Counsel, TDAF, and TDAF’s Counsel for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).

5. Payments from the Settlement Fund.

5.1.1 Within sixty days (60) days after the Effective Date, and using the Notice List as set forth in section 7.2, the Settlement Administrator shall remit payment to the Settlement Class Members in the amount set forth in section 3.3.3 (the “Distribution Date”).

5.1.2 For Settlement Class Members whose checks are returned by the U.S. Postal Service for lack of current correct address, the Settlement Administrator shall seek an address

correction via an advanced address search or skip tracing, and then re-send their checks to any subsequently obtained address that the Settlement Administrator reasonably believes to be valid. After one re-mailing, neither the Settlement Administrator nor TDAF shall have any further obligation to locate any particular Settlement Class Member.

5.1.3 Settlement Class Members who are not located or whose checks are not cashed within 90 days after the Distribution Date shall be automatically rendered ineligible for cash refunds and shall be ineligible to share in the cash distribution portion of the settlement. The Settlement Administrator may void any checks issued to such Settlement Class Members.

5.1.4 If the Settlement Administrator receives notice that a Settlement Class Member is deceased, the Settlement Administrator will, upon receipt of a copy of the death certificate, will remit payment to the Settlement Class Member's estate, heirs, or assigns as determined by the Settlement Administrator or Class Counsel.

5.1.5 The Settlement Administrator shall notify counsel in writing within 120 days after the Distribution Date of the number of Settlement Class Members who were sent checks, the number of Settlement Class members who did not cash their checks, and the total dollar amount of the checks distributed by the Settlement Administrator, and the total dollar amount of uncashed checks.

5.1.6 In the event that the total dollar amount of uncashed checks remaining 120 days after the Distribution Date is equal to or greater than \$25,000, a second distribution will be made. This second distribution will be allocated and made by sending checks, in equal amounts per account, to Settlement Class Members who cashed previously issued checks. In the event that not all Settlement Class Members associated with an account cashed previously issued checks, that account will be excluded from the second distribution. The Settlement Administrator shall issue

the checks for the second distribution within 150 days after the original Distribution Date. In the event that the total dollar amount of uncashed checks remaining 120 days after the Distribution Date is less than \$25,000, the remaining amount will be allocated by sending one or more checks to the *cy pres* recipient as set forth in Paragraph 5.4.

5.1.7 Following the expiration of ninety (90) days after the date of the second distribution in Paragraph 5.1.5, all second distribution checks that have not been cashed will be deemed void. At that time, any remaining amount based on uncashed checks will be allocated by sending one or more checks to the *cy pres* recipient as set forth in Paragraph 5.4.

5.1.8 The Settlement Administrator and Class Counsel will file a final accounting with the Court within 150 days after the Distribution Date in the event of no second distribution, or within 120 days after the second distribution in the event of a second distribution. The final accounting will include a summary of all distributions from the Settlement Fund, and Class Counsel will request Court approval of the final accounting.

5.2 Incentive Payment. Within sixty (60) days of the Effective Date and upon the Class Representative's submission of a Form W-9 to the Settlement Administrator, the Settlement Administrator shall remit an incentive award to the Class Representative from the Settlement Fund in the amount awarded by the Court but not to exceed \$10,000 ("Incentive Payment").

5.3 Administrative Costs. The Settlement Administrator's costs associated with disseminating the Mail Notice, Class Notice, the Settlement Website, and any escrow, administrative and/or bank related fees and costs associated with the Settlement Administrator's distribution of payments shall be paid out of the Settlement Fund. TDAF shall have no further responsibility for paying the costs of administration, except as stated here.

5.4 Cy Pres. As set forth in Sections 5.1.1 through 5.1.7, the residue of the Settlement Fund, if any, shall be distributed to *cy pres* recipient Consumers Council of Missouri, as agreed upon by the Parties and approved by the Court.

6. Retention and Duties of Settlement Administrator.

6.1 The Settlement Administrator shall administer the Settlement pursuant to the terms of this Agreement. The Settlement Administrator shall be responsible for Mail Notice (including data standardization and de-duplication of the Notice List including updating addresses through NCOA, reasonable efforts to update addresses for undeliverable notices, and printing and mailing the Class Notice), creating and hosting the Settlement Website with downloadable forms (as necessary) and case information, deploying and operating an automated toll-free contact center, including Interactive Voice Response (which does not provide a live operator) to obtain documents and answer questions, distributing the Incentive Payment to the Class Representative, and distributing payments to Settlement Class Members. The Settlement Administrator shall also be responsible for additional tasks the Parties jointly agree are necessary to accomplish administration of the Settlement.

6.2 The Settlement Administrator shall not have any duties with respect to settlement administration apart from those expressly provided for in this Agreement. TDAF shall not be responsible for any costs of the Settlement Administrator for additional services provided outside the scope of this Settlement Agreement. All costs of settlement administration will be paid from the Settlement Fund and under no circumstances will TDAF be responsible for any payments outside of the amount of the Settlement Fund.

6.3 TDAF will coordinate with the Settlement Administrator to provide Mail Notice to the Settlement Class, as provided in this Settlement Agreement. Because the information about

Settlement Class Members that will be provided to the Settlement Administrator will consist of confidential information, non-public personal information, and other information protected by privacy laws, the Settlement Administrator will execute the Protective Order and will take all reasonable steps to ensure that any information provided to it by TDAF will be used solely for the purpose of effecting this Settlement and otherwise shall comply with TDAF's vendor and information security requirements. Any such information provided to the Settlement Administrator will not be provided to the Class Representative or Class Counsel. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Settlement Agreement and, without limiting the foregoing, shall treat any and all documents, communications and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity except as provided for in this Settlement Agreement or by court order.

6.4 The Settlement Administrator shall complete and provide to TDAF any W-9 forms necessary to implement this Settlement.

7. Notice to the Class and Settlement Website.

7.1 Subject to the Court's approval, the form of Mail Notice and Class Notice shall be substantially in the form of **Exhibit 1-A and Exhibit 1-B** attached hereto.

7.2 Within thirty (30) days after the Court's entry of the Preliminary Approval Order, TDAF shall provide the Settlement Administrator with the Notice List. This will include determining the total number of Deficiency Balances to be waived, the total number of accounts at issue, and the Settlement Class Members. The Settlement Administrator shall treat the Notice List as confidential pursuant to the terms of the Protective Order and section 6.3 of this Agreement.

Class Counsel shall not be entitled to a copy of the Notice List. TDAF represents and warrants that the Notice List includes all Class Members to the best of its knowledge.

7.3 If, by entering an order approving the final form of the Mail Notice and Class Notice, the Court provides authorization to send the Mail Notice to the individuals on the Notice List, the Settlement Administrator will mail the Mail Notice to the individuals on the Notice List via first class mail through the United States Postal Service no later than the Notice Mailing Date. The Agreement and Class Notice shall also be posted on the Settlement Website.

7.4 Following the mailing of the Mail Notice, the Settlement Administrator shall provide counsel with written confirmation of the mailing.

7.5 Unless the Settlement Administrator receives a Mail Notice returned from the United States Postal Service for reasons discussed below in this Paragraph, that Mail Notice shall be deemed mailed and received by the individual to whom it was sent five (5) days after mailing. In the event that subsequent to the first mailing of a Mail Notice, and prior to seven (7) days before the Opt-Out Deadline, the Mail Notice is returned to the Settlement Administrator by the United States Postal Service with a forwarding address for the recipient, the Settlement Administrator shall re-mail the notice to that address, and the Mail Notice will be deemed mailed at that point. The Mail Notice shall be deemed received by the individual once it is mailed for the second time. Nothing in this Paragraph shall be construed to extend the Opt-Out Deadline for any Class Member.

7.6 No later than thirty (30) days after the Effective Date, the Settlement Administrator, upon the approval of the Court to file under seal pursuant to the Protective Order (to protect the names, addresses, and other personal information of Class members) and *ex parte*, will cause to

be filed with the Court a list of the names and addresses of all Class Members to whom the Mail Notice was sent.

7.7 No later than the mailing of the Mail Notice, the Settlement Administrator shall establish the Settlement Website, which shall contain copies of this Agreement and Exhibits including the Class Notice as well as the Counterclaim, the Preliminary Approval Order, applications for attorney's fees and class representative Incentive Payment, and the Final Approval Order. The Settlement Website shall remain open and accessible until at least 150 days after the Distribution Date or 120 days following any second distribution, if one occurs.

7.8 No later than the mailing of the Mail Notice, the Settlement Administrator shall also send the Class Notice via email to the Settlement Class Members who have an email address on file and reasonably accessible by TDAF.

8. Covenants Not to Sue.

8.1 The Class Representative, on behalf of herself and the Settlement Class Members, covenant and agree: (i) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims, or the facts and circumstances relating thereto, against any of the Released Parties; (ii) not to organize or solicit the participating of Settlement Class Members, or persons who would otherwise fall within the definition of the Settlement Class but who requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto, against any of the Released Parties; and (iii) that the foregoing

covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Releasees.

9. Representations and Warranties.

9.1 The Class Representative represents and warrants that she has not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties, and further covenants that she will not assign or otherwise transfer any interest in any of the Class Representative's Released Claims.

9.2 The Class Representative represents and warrants that she has no surviving claim or cause of action against any of the Released Parties with respect to any of the Released Claims.

9.3 The Parties, and each of them on his, her, or its own behalf only, represent and warrant that they are voluntarily entering into the Settlement Agreement as a result of arm's-length negotiations and mediation among their counsel and before the Hon. Diane M. Welsh (ret.), that in executing the Settlement Agreement, they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing the Settlement Agreement by representations, statements or omissions pertaining to any of the foregoing matters by any Party or by any person representing any party to the Settlement Agreement. Each of the parties assumes the risk of mistake as to facts or law.

9.4 To the extent permitted by law and the applicable rules of professional conduct, Class Counsel represent and warrant that they are not aware of any other person or attorney who intends to make demands, assert claims, or file litigation against TDAF based upon the subject

matter of this Action except for James Wynn. The foregoing shall not restrict the ability of Class Counsel to fulfill their responsibilities to Settlement Class Members in connection with settlement proceedings in this case.

10. Releases.

10.1 On the Effective Date, Releasors, including but not limited to the Class Representative, on her own behalf and on behalf of each Settlement Class Member, by operation of this Release and the Judgment set forth in the Order of Final Approval, do hereby and shall be deemed to have fully, finally, conclusively, irrevocably, and forever released, settled, compromised, relinquished, and discharged any and all of the Releasees of and from any and all Released Claims and, without further action by any person or the Court, will be deemed: (a) to have consented to dismissal of the Action and the dismissal with prejudice of any and all Released Claims; (b) to have released and forever discharged any and all Released Claims; and (c) to be forever barred and enjoined from instituting or further prosecuting, in any forum whatsoever, including but not limited to any state, federal, or foreign court, or regulatory agency, or any arbitration forum, each and every Released Claim.

10.2 The Releasors acknowledge and agree that they are aware that they may hereafter discover material or immaterial facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Release, that it is possible that unknown facts, losses or claims exist, and that known losses may have been underestimated in amount or severity. This was explicitly taken into account in connection with this Agreement. It is the Releasors' intention to, and they do hereby, upon the Effective Date of this Agreement, fully, finally, and forever settle and release each and every one of the Releasees from each and every Released Claim, including any rights, remedies, or benefits available under California Civil Code

section 1542 and all similar state, local, or federal statutes and other laws. California Civil Code section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10.3 Subject to Court approval, each Settlement Class Member shall be bound by this Agreement and all of their Released Claims shall be dismissed with prejudice and released even if they never received actual, prior notice of the Action or its settlement in the form of the Mail Notice or otherwise. The Release and agreements contained in this section 10 shall apply to and bind all Settlement Class Members, including those Settlement Class Members whose Mail Notices are returned as undeliverable, and those for whom no current address can be found, if any.

10.4 On the Effective Date, Releasors hereby release the Releasees from each and every Released Claim.

10.5 Promptly after the Effective Date, Settlement Class Members shall dismiss with prejudice all claims, actions or proceedings that are released pursuant to this Agreement. In the event any such actions or proceedings are not dismissed and TDAF learns of the action, TDAF may provide notice to the Settlement Class Member of this Settlement and request dismissal of the action. The Parties agree that the obligations under this Agreement, including the obligation to dismiss with prejudice and release all claims, specifically includes the claims and counterclaims in *TDAF v. Wynn*, filed at Case No. 21CW-CV00020 in the Circuit Court of Callaway County, Associate Judge Division, State of Missouri.

11. Opt Out Rights.

11.1 A Settlement Class Member who wishes to be excluded from the Settlement Class must do so in writing. To opt out, the Settlement Class Member must comply with the procedures and deadlines in this Agreement and any Court order entered in this case.

11.2 In order to opt out of the Settlement, the Class Member must complete and send to the Settlement Administrator, at the address listed in the Class Notice and on the Settlement Website for this Settlement, a Request to Opt Out that is postmarked no later than the Opt-Out Deadline, as specified in the Class Notice. The Request to Opt Out must: (a) identify the case name; (b) identify the name and address of the person requesting exclusion; (c) be personally signed by the person requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the Settlement Class, such as “I hereby request that I be excluded from the proposed Settlement Class in the Action.” Mass or class opt outs shall be void. If a party to the RISC or governing loan agreement is deceased, a copy of the death certificate for such person shall be submitted with the opt-out request.

11.3 Any Settlement Class Member who does not opt out of the Settlement in the manner described herein shall be deemed to be part of the Settlement Class upon the expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments.

11.4 Any Settlement Class Member who desires to opt out must take timely affirmative written action pursuant to this section, even if the person desiring to opt out of the Class (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative or actual class member in any other class action filed against any of the Released Parties.

11.5 Any Settlement Class Member who properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief

under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Settlement.

11.6 The Settlement Administrator shall provide Class Counsel and TDAF's Counsel with a list of all timely Requests to Opt Out within seven (7) business days after the Opt-Out Deadline.

11.7 Notwithstanding the foregoing, a Settlement Class Member shall have the right to revoke a properly and timely submitted request for exclusion if a notice of the Settlement Class Member's election to revoke his or her exclusion is sent to the Settlement Administrator, postmarked on or before the Opt-Out Deadline.

11.8 Refusal of Waiver of Deficiency Balance. Each Settlement Class Member shall have the option to refuse waiver of the Deficiency Balance that TDAF claims is due. In order to refuse the Deficiency Balance Waiver, the Class Member must complete and send to the Settlement Administrator, at the address listed in the Class Notice and on the Settlement Website for this Settlement, a Refusal of Deficiency Balance Waiver that is postmarked no later than thirty (30) days after the Notice Mailing Date. The Refusal of Deficiency Balance must: (a) identify the case name; (b) identify the name and address of the person requesting refusal; (c) be personally signed by the person requesting refusal; and (d) contain a statement that indicates a desire to be included in the Settlement Class, but to refuse the Deficiency Balance Waiver, such as "I hereby request that I be included in the proposed Settlement Class in the Action, however I do not want TDAF to eliminate any Deficiency Balance on my Account." All borrowers, including co-borrowers, must timely execute the Refusal of Deficiency Balance pursuant to this Paragraph in order to refuse the Waiver of the Deficiency Balance associated with that particular Account. Within forty-five (45) days of the Notice Mailing Date, the Settlement Administrator shall forward

copies of all Refusal of Waiver of Deficiency Balance notices received to counsel as identified Paragraph 19 below.

12. Objections

12.1 Overview. Any Settlement Class Member may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement and any Court order entered in this case.

12.2 Process. Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Circuit Clerk of Court, and mailed (with the requisite postmark) to Class Counsel and TDAF's Counsel (at the addresses identified in section 19), no later than the Objection Deadline.

12.3 Form of Objection. The requirements to assert a valid written objection shall be set forth in the Class Notice and on the Settlement Website, and, to be valid, the written objection must include: (a) the case name and number; (b) the name, address, telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; (c) the basis for objection; and (d) a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel. If a party to the RISC or governing loan agreement is deceased, a copy of the death certificate for such person shall be submitted with the objection.

12.4 Within seven (7) business days after the Objection Deadline, the Settlement Administrator shall provide a report to the Court setting forth a list of Objections that meet the above guidelines. The Court shall have the ultimate determination of whether an Objection has been appropriately made.

12.5 Waiver of Objection. Any Settlement Class Member who does not make his or her objection in the manner provided in this section shall be deemed to have waived such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Agreement, and to the award of Attorney's Fees and Expenses to Class Counsel and the payment of an Incentive Payment to the Class Representative, unless otherwise ordered by the Court.

12.6 Appearance. Subject to approval of the Court, any Settlement Class Member who files and serves a written objection in accordance with this section and the Class Notice may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Circuit Clerk of the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline ("Notice of Intention to Appear"); and (b) serves the Notice of Intention to Appear on all counsel designated in the Class Notice by the Objection Deadline.

12.7 The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

12.8 Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing and raise any objections.

13. Termination.

13.1 In the event that the Settlement set forth in this Agreement is not approved without material changes by the Court or, if one of the conditions upon which the Agreement is based is not satisfied, or if the Court determines that it lacks jurisdiction to approve the Settlement, or if there is a court order from another court that takes jurisdiction over some or all of the Claims, or if there is a regulator determination that frustrates the purpose of and protection of the Settlement, or in the event that the Effective Date does not occur, TDAF shall have the right (but not the obligation) to terminate the Agreement. In that case, no further payments shall be made by TDAF to anyone in accordance with the terms of this Agreement, the Parties will bear their own costs and fees with regard to the efforts to obtain Court approval, and this Agreement shall be deemed null and void with no effect on the Action whatsoever. Changes in the amount of the requested Attorneys' Fees and Expenses shall not be deemed a material change for termination of the Settlement.

13.2 Failure of the Court to enter the Preliminary Approval or Final Approval Order in its entirety or in a similar form without material changes thereto will be grounds for TDAF or the Class Representative to terminate the Settlement and the terms of this Agreement. If any material portion of the Agreement or the Order of Final Approval is vacated, modified, or otherwise altered on appeal, TDAF or the Class Representative may, in their sole discretion, within fourteen (14) calendar days after such appellate ruling, declare that the Agreement has failed to become effective, and in such circumstances the Agreement shall cease to be of any force and effect.

13.3 In the event that 5% or more Settlement Class Members exclude themselves from the Settlement Class, TDAF shall have the absolute discretionary right to terminate this Settlement and Agreement and in such case, each and every one of TDAF's obligations under this Agreement

shall cease to be of any force and effect, and this Agreement and any orders entered into in connection therewith shall be vacated, rescinded, cancelled, and annulled (except for any provision included in the Preliminary Approval Order substantially similar to paragraph 21 of the Preliminary Approval Order attached as **Exhibit 2**). If TDAF exercises this option, the Parties shall return to the status quo in the Action as if the Parties had not entered into this Agreement. In addition, in such event, the Agreement and all negotiations, Court orders, and proceedings relating thereto shall be without prejudice to the rights of the Parties, and each of them, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Action or in any other proceeding. TDAF must exercise this option pursuant to this paragraph within ten (10) days after receiving the Opt Out List and at least three (3) days prior to the Final Approval Hearing, by giving written notice of such exercise to Class Counsel.

13.4 If one of the Parties exercises a right herein to terminate or rescind this Agreement or this Agreement is not approved by the Court pursuant to the proposed Order of Final Approval, this Agreement, the conditional Class certification provided herein, the Settlement proposed herein (including any modifications made with the consent of the Parties), and any action taken or to be taken in connection therewith shall be terminated and shall become null and void and have no further force or effect, the Preliminary Approval Order shall be vacated (except for any provision included in the Preliminary Approval Order substantially similar to Paragraph 21 of the Preliminary Approval Order attached as **Exhibit 2**), the Parties shall be restored to their respective positions existing prior to the execution of this Agreement (such that the Parties will re-commence arbitrating their disputes at AAA Case No. 01-21-0002-3317), and the Parties' rights and obligations with respect to the use of this Agreement and the Settlement contemplated hereby will be subject to section 18 hereof. In addition, neither this Agreement, the preliminary certification

of the Class, the Preliminary Approval Order, nor any other document in any way relating to any of the foregoing, shall be relied on, referred to, or used by anyone in any way for any purpose in connection with any further proceedings in this Action and/or any action, lawsuit, arbitration, or proceeding involving a Released Claim.

14. Certification of Settlement Class For Settlement Purposes.

14.1 After the Preliminary Approval Order and no later than fifteen (15) days before the Final Approval Hearing, the Class Representative shall move for Final Approval of the Settlement and entry of Final Judgment and shall request that the preliminary certification of the Settlement Class for settlement purposes be made final.

14.2 If the Settlement is not granted final approval and the Final Approval Order is not entered in substantially the form attached hereto as **Exhibit 3**, the certification of the above-described Settlement Class shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class for any other purposes in this or any other action can be or have been satisfied. In such circumstances, TDAF reserves and shall have all rights to challenge certification of a Settlement Class or any other class for any other purpose in the Action or any other action on all available grounds as if no Settlement Class had been certified.

15. Attorneys' Fees and Litigation Costs, and Incentive Payment

15.1 TDAF will not object to Class Counsel moving the Court for an award of Attorneys' Fees and Expenses in the Action in an amount not to exceed 7% of the Gross Settlement Fund.

15.2 Class Counsel's application for Attorney's Fees and Expenses shall be filed and served no later than ten (10) calendar days prior to the Final Approval Hearing. Class Counsel agree that the amounts of such costs and fees awarded shall compensate them for all legal work in

the Action up to and including the date of Final Judgment, including any appeal of the Judgment, as well as for all legal work and costs that may be incurred in the Action after the date of Final Judgment. Any award of Attorneys' Fees and Expenses shall be paid out of the Settlement Fund. In no event shall TDAF be obligated to pay more than that which it will deposit into the Settlement Fund pursuant to section 3.3.1.

15.3 Within thirty (30) days after the Effective Date or entry of the an order approving the application for attorneys' fees (whichever is later), the Settlement Administrator shall make payment of the Attorneys' Fees and Expenses awarded by the Court to Class Counsel, pursuant to payment instructions in writing from Class Counsel. In accepting this payment, the Class Representative and Class Counsel, on behalf of themselves and all Settlement Class Members, acknowledge that the payment and method of payment under this Agreement are in full satisfaction of any and all claims, rights, and demands that Class Counsel, the Class Representative, or the Settlement Class had, have, or may claim to have in the future for attorneys' fees, costs, expenses, or any other payment in connection with this Action or this Agreement, up to the date of final judgment. TDAF shall have no responsibility for allocation or distribution of the award among Class Counsel.

15.4 A Form 1099 for this payment may be filed. Class Counsel shall cooperate with TDAF and the Settlement Administrator to provide all information necessary to process the payment including completing any requested tax forms (*e.g.*, IRS Form W-9 and applicable tax identification numbers). TDAF shall have no responsibility for, and no liability whatsoever with respect to, any tax obligations or any allocation among the Class Representative and Class Counsel, and/or any other person who may assert some claim thereto, of any award or payment made in this Action or pursuant to this Agreement, including but not limited to any award or

payment pursuant to this section 15. Class Counsel and the Class Representative shall alone be responsible for the reporting and payment of any federal, state, and/or local income or other form of tax on any payment made pursuant to this section 15. No party shall be deemed the prevailing party for any other purposes of the Action.

15.5 Class Counsel shall be entitled, subject to Court approval, to apply to the Court for an Incentive Payment to the Class Representative in an amount not to exceed \$10,000. TDAF will not oppose Class Counsel's request for the Incentive Payment provided it is consistent with this Agreement.

15.6 Neither TDAF nor the Releasees shall have any responsibility for any application of Attorney's Fees and Expenses and Incentive Payment submitted by Class Counsel. The procedure for and the grant or denial or disallowance by the Court of the application for Attorneys' Fees and Expenses and Incentive Payment is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceedings relating to the applications for Attorneys' Fees and Expenses and Incentive Payment or any appeal from any order relating thereto or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Finality of Judgment approving the Agreement and the Settlement, except as provided for in section 13.

16. Stay of Discovery and Other Proceedings.

16.1 To the extent the Action has not already been stayed by the Court or AAA, upon execution of this Agreement, the Parties shall discontinue all discovery activity or related proceedings in the Action.

16.2 Upon the Effective Date, and notwithstanding any of the other provisions in this Agreement, TDAF shall have no obligation to preserve documents and evidence with respect to

Released Claims, and the Class Representative and Class Counsel shall not pursue any spoliation claims or other actions or sanctions against TDAF with respect to documents or evidence related to the Released Claims.

17. Return/Destruction of Discovery Materials

17.1 The Parties agree that the terms of the Protective Order govern the dealings of the Parties with respect to materials produced in discovery in this Action and shall continue in force after the Effective Date of the Settlement. Accordingly, within thirty (30) business days after the Effective Date, the Parties and their counsel of record, and any consultants or experts retained by the Parties or their counsel of record, shall use their best efforts to locate all Protected Material (as the term is defined in the Protective Order) produced in the Action and return such Protected Material to counsel of record for the producing party or destroy all originals or reproductions (whether in electronic, hard copy, or other form) of the Protected Material.

17.2 Within sixty (60) days after the Effective Date, counsel of record shall make written certification that they have used their best efforts to search for all Protected Material, that they have instructed the Class Representative, TDAF, and all consultants or experts to return or destroy Protected Material, and that, to the best of their knowledge, they have retained no originals or copies of any Protected Material. The Parties acknowledge that their duty to return or destroy all Protected Material is a continuing duty and the Parties agree to return or destroy any such information found in the future.

17.3 Notwithstanding this section, the Parties shall be excused from any duty to return or destroy Protected Material to the extent necessary to comply with outstanding court orders or with judicial and non-judicial subpoenas, civil investigative demands or other compulsory process.

17.4 The Court shall retain jurisdiction to ensure compliance with the Protective Order.

18. Media and Confidentiality

18.1 The Parties, including their counsel, agree that the terms of this Settlement shall remain confidential and not be disclosed by any party until the Settlement Agreement is filed in connection with the Motion for Preliminary Approval.

18.2 The Parties, including their counsel, agree that they shall not at any time publish or issue a press release including but not limited to the media or on the Internet concerning the Settlement. The Parties further agree that they shall not make any statement, with or without attribution, in response to any media inquiries concerning the Action, TDAF, or the Settlement. In response to any such inquiries, the Parties shall refer the inquiring media to the papers filed in the court docket.

18.3 Neither Class Representative nor Class Counsel will make any disparaging statements (oral or written), directly or indirectly, to the media or general public about TDAF related to this case or settlement. Similarly, neither TDAF nor TDAF's Counsel will make any disparaging statements (oral or written), directly or indirectly, to the media or general public about Class Representative related to this case or Settlement. Class Representative and Class Counsel agree not to make any direct written solicitations to Class Members to opt out or object to the settlement.

19. Notices

19.1 All notices (other than the Mail Notice and Class Notice) required by the Agreement shall be made in writing and communicated by mail and email to the following addresses:

All notices to Class Counsel shall be sent to Class Counsel c/o:

Martin L. Daesch
Jesse B. Rochman
Craig W. Richards
THE ONDER LAW FIRM
110 E. Lockwood Ave.
St. Louis, Missouri 63119
daesch@onderlaw.com
rochman@onderlaw.com
richards@onderlaw.com

All notices to TDAF's Counsel shall be sent to TDAF's Counsel c/o:

K. Issac deVyver
Karla L. Johnson
MCGUIREWOODS LLP
260 Forbes Avenue, Suite 1800
Pittsburgh, Pennsylvania 15222
kdevyver@mcguirewoods.com
kjohnson@mcguirewoods.com

20. Miscellaneous Provisions

20.1 Cooperation. The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement.

20.2 No Admission. The Agreement compromises claims which are contested in good faith, and it shall not be deemed an admission by any of the Parties as to the merits of any claim or defense. The Parties agree that the amounts paid in settlement and the other terms of the

Agreement were negotiated in good faith by the Parties and at arm's length and reflect a settlement that was reached voluntarily after consultation with competent legal counsel. Neither the Agreement nor the Settlement, nor any act performed or document executed pursuant to, or in furtherance of, the Agreement or the settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Releasees, or any of them; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Releasees, or any of them, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Class Representative and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that TDAF could not contest (or is estopped from contesting) class certification and/or proceeding collectively on any grounds if this Action were to proceed; this Agreement shall not be deemed an admission by, or ground for estoppel against, TDAF that class certification and/or proceeding collectively in the Action is proper or cannot be contested on any grounds.

20.3 Exhibits. All of the exhibits to the Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

20.4 Amendment/Modification. The Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement. Class Counsel, on behalf of the Class, are expressly authorized by the Class Representative to take all appropriate action required or permitted to be taken by the Class pursuant to the Agreement to effect its terms, and

also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Class which they deem appropriate.

20.5 Entire Agreement. The Agreement and the related documents entered at this time of this Agreement or referenced herein constitute the entire agreement among the Parties hereto concerning the settlement of the Action. No representations, warranties, or inducements have been made to any party concerning the Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Except as otherwise provided herein, each party shall bear its own costs and attorney fees.

20.6 Authority. Each person executing the Agreement or any of its exhibits on behalf of any Party hereto hereby warrants that such person has the full authority to do so.

20.7 Counterparts. The Agreement may be executed in one or more counterparts, including by signature transmitted by facsimile or by email in PDF format. All executed counterparts and each of them shall be deemed to be one and the same instrument.

20.8 Successors and Assigns. The Agreement shall be binding upon, and inures to the benefit of, the heirs, executors, successors, and assigns of the Parties hereto; but this Agreement is not designed to and does not create any third-party beneficiaries.

20.9 No Third-Party Rights or Beneficiaries. Except as expressly provided for herein, no government agency or official can claim any rights under this Agreement or Settlement, whether with respect to the conduct that is the subject of the Releases, the restrictions in section 3, or the funds (or remainder of funds) paid or used in the Settlement. There are no third party beneficiaries created or implied.

20.10 Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Agreement, and all Parties hereto submit to the jurisdiction of the

Court for the sole purposes of implementing and enforcing the Settlement embodied in the Agreement until such time that the Court enters an order dismissing the action with prejudice.

20.11 Governing Law. The Agreement and the exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of Missouri, and the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Missouri without giving effect to that State's choice of law principles.

20.12 Drafting. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party. No party shall be deemed the drafter of this Agreement. The Parties acknowledge that the terms of the Agreement are contractual and are the product of negotiations between the Parties and their counsel. Each party and their counsel cooperated in the drafting and preparation of the Agreement. In any construction to be made of the Agreement, the Agreement shall not be construed against any party and the canon of contract interpretation to the contrary shall not be applied.

20.13 Recitals. The recitals set forth above shall be and hereby are terms of this Agreement as if set forth herein. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

20.14 No Collateral Attack. The Settlement and Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of notices of the Settlement after the Final Judgment is entered.

Dated: Aug 17, 2022

CLASS REPRESENTATIVE
MICHELLE BEDROSIAN

By: Michelle Bedrosian
MICHELLE BEDROSIAN

TD AUTO FINANCE, LLC,
n/k/a TD BANK, N.A.

Dated: August 29, 2022

[Signature]

By: Counsel for TDAF n/k/a TD Bank
Name: R. Issac deVyren MA

Title: Partner for McGuire Woods

Exhibit 1-A

Notice of Class Action Settlement

A court authorized this notice. This is not a solicitation from a lawyer.

If you obtained a loan or financing agreement held by TD Auto Finance, LLC, n/k/a TD Bank, N.A. (“TDAF”) under which a motor vehicle was pledged as collateral and TDAF mailed you a “Notice After Repossession or Voluntary Surrender” and/or “Deficiency Notice Letter” between May 30, 2012 and [date] you may be eligible for valuable benefits from a class-action settlement.

This notice may affect your rights. Please read it carefully.

A settlement has been reached in a class action alleging TDAF sent improper notices to you in connection with repossessing and selling your vehicle. The name of the case is *TD Auto Finance, LLC v. Bedrosian*, Case No. 18SL-AC06637-01, and it’s pending in St. Louis County, Missouri Twenty First Judicial Circuit Court. Consult your tax adviser about the tax issues for the settlement.

SETTLEMENT BENEFITS

- **Money:** \$2,200,000.00 to pay Class Members, attorneys’ fees, and costs to Class Counsel and incentive award to the Class Representative.
- **Deficiency Balance Waiver and Satisfaction of Judgments:** TDAF will no longer seek to collect any money it claimed you owed after it repossessed your vehicle due to it asserting you broke promises in your agreement with TDAF. The value of this benefit to the entire Class is estimated to be approximately \$6,570,000. However, class members may elect not to have their deficiency balances waived. More information on this election can be found in the Long Form Notice and at www.Settlementwebsite.com.
- **Credit Bureau Reporting:** TDAF will request the nationwide consumer reporting companies—Equifax, Experian, and TransUnion—delete any tradeline regarding your loan, the repossession, or any claimed deficiency or judgment.

Do nothing if you want to receive the settlement benefits.

IMPORTANT DEADLINES AND DATES

- **Exclusion Deadline:** If you don’t want benefits from this settlement, but you want to keep the right to sue or continue to sue TDAF, on your own, about the legal issues in this case, then you must request to be excluded by [redacted], 2022. If postmarked by this date, the Court will exclude you from the Class. You can exclude yourself from the Class by using the procedure described in the “Long Form” Notice. The “Long Form” Notice also explains what you gain or give up by either participating in or excluding yourself from the settlement.
- **Refusal of Deficiency Balance Waiver:** Unless you submit a Refusal of Deficiency Balance form, any outstanding debt related to the financing of your repossessed vehicle will automatically be eliminated. If you do not want your outstanding debt to be waived, but want the other settlement benefits, then you must request such Refusal of Deficiency Balance Waiver postmarked by [redacted], 2022, using the procedure described in the “Long Form” Notice.
- **Objection Deadline:** You may object to the settlement. To object to the settlement, you must file and serve objections postmarked by [redacted], 2022, using the procedure described in the “Long Form” Notice.
- **Final Approval and Fairness Hearing:** The Court will hold a final approval and fairness hearing on [redacted], 2022 at [redacted] a.m./p.m. You don’t have to attend the hearing to receive the benefits of this settlement, but you may attend if you choose. The hearing will occur at the Twenty First Judicial Circuit Court, 105 S. Central Avenue, Clayton, MO 63105. The Long Form Notice advises you on what you must do to speak at the hearing.

This notice summarizes certain aspects of the proposed settlement. More details are in a “Long Form” Notice and the Settlement Agreement. You can get a copy of both by calling 1-800-123-4567 toll free; writing to TDAF Settlement, P.O. Box 000. City, ST 00000-0000; or visiting www.Settlementwebsite.com.

Exhibit 1-B

If you had a vehicle repossessed by TD Auto Finance, LLC, you could get valuable benefits from a class-action settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- You may be eligible to participate in a settlement with benefits, including money, the cancellation of certain debts and the deletion of certain negative credit information from credit reports for all persons who had a loan or financing agreement held by TD Auto Finance, LLC, n/k/a TD Bank, N.A. (“TDAF”) and who TDAF mailed a “Notice After Repossession or Voluntary Surrender” and/or “Deficiency Notice Letter” between May 30, 2012 to [date of entry of the Preliminary Approval Order].
- The settlement resolves a lawsuit over whether TDAF sent proper presale or post-sale repossession notices to you in connection with repossessing and selling your vehicle. This settlement avoids costs and risks to you from the lawsuit; provides benefits to borrowers like you; and releases TDAF from liability.
- The two sides disagree on whether the borrowers could’ve won and on how much money they would’ve been entitled to had they won, or if TDAF could’ve 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	By doing nothing, you will receive certain benefits that come from the settlement, including money and debt relief. But you give up rights to separately sue TDAF about the same legal claims asserted.
EXCLUDE YOURSELF	Get no money or benefits. This is the only option that allows you to ever be part of any other lawsuit against TDAF about the legal claims asserted in this case. Act by _____, 2022.
OBJECT	Write to the Court about why you don’t like the settlement. Act by _____, 2022.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement on _____, 2022.

- 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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BASIC INFORMATION

1. Why did I get a notice?

You or someone in your family may have had a loan agreement that was assigned to TDAF for a loan used to purchase a vehicle that was repossessed by TDAF.

You were sent a short form notice by first class mail on _____, 2022, 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, TDAF will cancel debts and will request the nationwide consumer reporting companies—Equifax, Experian, and TransUnion—delete any tradeline regarding your loan, the repossession, or any claimed deficiency or judgment. Class members will also receive payments, as described more fully in this notice.

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 Twenty-First Judicial Circuit Court for St. Louis County, Missouri, and the case is *TD Auto Finance, LLC v. Bedrosian*, Case No. 18SL-AC06637-01.

2. What is this lawsuit about?

The lawsuit claimed TDAF violated statutory requirements for certain presale and post-sale notices sent by TDAF when attempting to collect Class Members' loans and repossessing and selling their vehicles. You can read the claims in more detail in Defendant/Counterclaimant Michelle Bedrosian's First Amended Answer and Counterclaim at www.settlementwebsite.com.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (Michelle Bedrosian, in this case) sue for other people with similar claims. All these people with similar claims are a "Class" or "Class Members." One court and one lawsuit resolve the issues for all Class Members, except for those who exclude themselves from the Class. Circuit Judge Mondonna L. Ghasedi oversees this class action.

4. Why is there a settlement?

The parties disagree over who would have won and what Bedrosian or the potential Class would've recovered if they had won. Bedrosian believed she could recover 10% of the principal amount of her loan, the finance charge, \$500 for the allegedly defective post-sale notice, and other relief. TDAF believed it did nothing wrong and Bedrosian and the Class were not entitled to any damages. To resolve the dispute, and because both parties are unsure of what would've happened in a trial, they agreed to settlement. That way, they avoid the cost of a trial and the people affected will get money and other benefits. The Class Representative and the attorneys believe the settlement is fair and equitable for all Class Members.

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 Ghasedi decided everyone who fits this description is a Class Member:

All consumers who: (1) purchased a motor vehicle from a dealer in Missouri or had a Missouri address at or around the time of repossession of the motor vehicle; (2) as part of the purchase transaction entered into a retail installment sales contract (“RISC”) where the RISC was assigned to TDAF; and (3) from May 30, 2012 to the date of entry of the Preliminary Approval Order were mailed a “Notice After Repossession or Voluntary Surrender” and/or “Deficiency Notice Letter” by TDAF.

6. Are there exceptions to being included?

Any person who timely excludes themselves by following the opt-out procedure explained below will not be part of the settlement.

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 [1-800-123-4567](tel:1-800-123-4567) or visit www.settlementwebsite.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the settlement provide?

TDAF has agreed to provide the Class with settlement benefits valued at over \$26.66 million, which include:

MONEY

TDAF has agreed to create a \$2,200,000.00 fund to pay: (a) Class Members; (b) the attorneys’ fees and expenses for representing the Class; (c) the costs to administer the settlement; and (d) Bedrosian for her services as Class Representative. This amount is called the “Settlement Fund.”

DEFICIENCY BALANCE WAIVER

Unless you choose not to receive a waiver of your alleged deficiency balance, after the Effective Date, TDAF will no longer seek to collect any money it claimed you owed after it repossessed and sold your property because of its claim you broke promises in your agreement with TDAF. These outstanding amounts are called “Deficiency Balances,” and TDAF has agreed to eliminate these Deficiency Balances and close the accounts connected with them. The value of this benefit to the Class is approximately \$6,570,000. This

QUESTIONS? CALL 1- 800-123-4567 TOLL FREE OR EMAIL WWW.SETTLEMENTWEBSITE.COM

amount is called the “Deficiency Balance Waiver.” You can choose not to receive the Deficiency Balance Waiver by submitting the enclosed Refusal of Deficiency Balance Waiver form.

SATISFACTION OF JUDGMENTS

TDAF has sued certain Class Members and obtained money judgments in court against them regarding deficiency balances. After the Effective Date of the settlement, TDAF will file documents (called satisfactions of judgment) with the courts that entered these judgments to inform these courts that the judgments have been satisfied and eliminated. The value of this benefit to the Class and judgments being satisfied is approximately \$900,000.

CREDIT BUREAU REPORTING

After the Effective Date, TDAF will request the nationwide consumer reporting companies—Equifax, Experian, and TransUnion—delete any tradeline regarding your loan, the repossession, or any claimed deficiency or judgment.

TAX IMPLICATIONS

The cash payment may have tax implications for you. The Settlement Administrator will issue IRS 1099-series forms for cash payments over \$600.00.

The deficiency waiver may have tax implications for you. The Deficiency Balance Waiver constitutes the settlement of a disputed debt or contested liability. Class Representative contends any Deficiency Balances never arose due to TDAF’s alleged failure to comply with Missouri law. TDAF takes no position regarding Class Representative’s contention. If your Deficiency Balance is cancelled as part of this Settlement, the IRS may consider this income to you. A Form 1099-C may be issued to each Class Member who does not opt out or elect not to receive the Deficiency Balance Waiver. Any Form 1099-C will only identify the portion of the unpaid deficiency balance attributable to the unpaid principal amount (i.e., the portion of a deficiency balance attributable to accrued interest, fees, charges, and other expenses will be waived but not included in the amount identified on the 1099-C’s). TDAF’s issuance of a Form 1099-C related to a deficiency waiver may require you to declare income in that amount and potentially be obligated to pay tax on some or all of the claimed Deficiency Balance. TDAF also could—independent of this lawsuit—at some future date deem your Deficiency Balance uncollectable and issue a 1099-C tax form, too. Neither TDAF nor Class Counsel can make any representations as to whether this benefit is or will be income, for which tax may be due. Therefore, you are urged to contact a tax professional regarding the tax implications of this Settlement for your particular circumstances.

If the IRS makes an inquiry, audit, or challenge regarding a Deficiency Balance Waiver for a particular Settlement Class Member, TDAF will use good faith, commercially reasonable efforts to respond to any request from a Settlement Class Member for documents or information reasonably necessary to respond to the IRS inquiry, audit, or challenge within 20 business days after receipt of the request on behalf of the specific Settlement Class Member.

9. What can I get from the settlement?

Every Class Member will get the benefits that come from the settlement. The average payment Class Members will receive is \$ [REDACTED], the maximum is \$ [REDACTED], and the minimum is \$ [REDACTED].

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

QUESTIONS? CALL 1- 800-123-4567 TOLL FREE OR EMAIL WWW.SETTLEMENTWEBSITE.COM

HOW YOU GET SETTLEMENT BENEFITS

10. How can I get my settlement benefits?

You do not need to do anything further to remain in the Class and receive the settlement benefits. Any outstanding debt related to the financing of your repossessed vehicle will automatically be eliminated unless you submit a Refusal of Deficiency Balance Waiver.

If you do not want your alleged outstanding debt to be waived, you must send a letter by mail to Refuse the Deficiency Balance Waiver. This letter must: (a) identify the case name; (b) identify the name and address of the person requesting refusal; (c) be personally signed by the person requesting refusal; and (d) contain a statement that indicates a desire to be included in the Settlement Class, but to refuse the Deficiency Balance Waiver, such as “I hereby request that I be included in the proposed Settlement Class in the Action, however I do not want TDAF to eliminate any Deficiency Balance on my Account.” This information must be mailed and postmarked no later than 30 days after the Notice Mailing Date, to the following address:

TDAF v. Bedrosian, Case No. 18SL-AC06637-01
Settlement Administrator
P.O. Box 000.
City, ST 00000-0000

Note: if you are a co-borrower on a loan, all co-borrowers must elect not to receive a Deficiency Balance Waiver for that waiver to be effective for that loan.

11. When would I get my settlement benefits?

The Court will hold a hearing on _____, 2022, to decide whether to approve the settlement. Even if Judge Ghasedi 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 and other benefits 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).

12. What am I giving up to get settlement benefits or stay in the 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 TDAF about the legal issues in this case. For example, you won’t be able to make any independent claim against TDAF arising from the written notices (presale and post-sale 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.settlementwebsite.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

QUESTIONS? CALL 1- 800-123-4567 TOLL FREE OR EMAIL WWW.SETTLEMENTWEBSITE.COM

If you don't want benefits from this settlement, but you want to keep the right to sue or continue to sue TDAF 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, or opt out, from the settlement, you must send a letter by mail saying you want to be excluded from *TDAF v. Bedrosian*, Case No. 18SL-AC06637-01. The Request to Opt Out must: (a) identify the case name; (b) identify the name and address of the person requesting exclusion; (c) be personally signed by the person requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the Settlement Class, such as "I hereby request that I be excluded from the proposed Settlement Class in the Action." 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 30 days after the Notice Mailing Date, to:

TDAF Settlement
P.O. Box 000.
City, ST 00000-0000

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) TDAF about the claims asserted.

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

No. Unless you exclude yourself, you give up any right to sue TDAF 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** **_____ , 2022**. 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 TDAF about the same types of claims that were made in this case.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court appointed Martin L. Daesch, Jesse B. Rochman, and Craig Richards 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.onderlaw.com. You need not hire your own lawyer because Class

QUESTIONS? CALL 1- 800-123-4567 TOLL FREE OR EMAIL WWW.SETTLEMENTWEBSITE.COM

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 TDAF began in 2018. Class Counsel hasn't 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 approximately 7% of the value of the settlement benefits, not to exceed \$1,800,000, to them for attorneys' fees and expenses and payment of \$10,000 to Michelle Bedrosian for her 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.

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 it. You can explain why you think the Court shouldn't approve it. The Court will consider your views. To object, you must send a letter saying you object to *TDAF v. Bedrosian*, Case No. 18SL-AC06637-01. Your letter must include: (a) the case name and number; (b) the name, address, telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; (c) the basis for objection; and (d) a statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel. If a party to the RISC or governing loan agreement is deceased, a copy of the death certificate for such person shall be submitted with the objection.

Mail the objection to the Court, to Class Counsel, and to TDAF's Counsel at the separate addresses below. Your objection must be postmarked no later than 30 days after the Notice Mailing Date:

COURT	CLASS COUNSEL	TDAF'S COUNSEL
Circuit Clerk's Office	Martin L. Daesch	K. Issac deVyver
Attn: Division 43 Court Clerk	Jesse Rochman	Karla L. Johnson
105 S. Central Avenue	Craig Richards	MCGUIREWOODS LLP
Clayton, MO 63105	110 E. Lockwood Ave.	260 Forbes Avenue, Suite 1800
	St. Louis, MO 63119	Pittsburgh, PA 15222

If an attorney is submitting the objection for you, besides information and materials discussed above, the objection must also 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.

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 _____ a.m./p.m. on _____, _____, 2022, at the Twenty-First Judicial Circuit, Division 43, 105 South Central Avenue, Clayton, MO 63105. 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 Ghasedi 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 questions that Judge Ghasedi 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 *TDAF v. Bedrosian*, Case No. 18SL-AC06637-01." 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 60 days before the Fairness Hearing, be sent to the Circuit Clerk's Office, Class Counsel, and TDAF's Counsel, at the three 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 TDAF Settlement, Post Office Box 000, City, ST 00000-0000, or by visiting www.settlementwebsite.com.

24. How do I get more information?

You can call 1-800-123-4567 toll free, write to TDAF Settlement, Post Office Box 000, City, ST 00000-0000; or visit the website www.settlementwebsite.com, where you will find information to help you determine whether you are a Class Member.

DATE: _____, 2022

Exhibit 2

**TWENTY-FIRST JUDICIAL CIRCUIT COURT
ST. LOUIS COUNTY, MISSOURI**

TD AUTO FINANCE, LLC,)	
)	
Plaintiff/Counterclaim-Defendant,)	
)	Cause No. 18SL-AC06637-01
v.)	
)	
MICHELLE BEDROSIAN,)	
)	
Defendant/Counterclaimant.)	
)	
)	

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT AND
PROVIDING FOR NOTICE**

WHEREAS, the above-entitled action is pending before this Court (the “Action”);

WHEREAS, the parties having made application, pursuant to Missouri Rule of Civil Procedure 52.08(e), for an order approving settlement of this Action, in accordance with the Settlement Agreement and Release dated _____, 2022, (the “Agreement”), which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the Action and for dismissal of the Action with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Agreement and the exhibits annexed thereto;

WHEREAS, all defined terms herein have the same meanings as set forth in the Agreement;

WHEREAS, on _____, 2022, a hearing was held on the motion of Defendant/Counterclaimant to (1) conditionally certify the Settlement Class; (2) preliminarily approve the parties’ proposed class action settlement; (3) appoint Defendant/Counterclaimant

Michelle Bedrosian as the Class Representative, her counsel as Class Counsel, and RG/2 Claims Administration LLC as Settlement Administrator; (4) set the deadlines for written exclusions or objections to the Agreement; (5) approve the form of Notice to the Settlement Class; and (6) schedule a hearing on the final approval of the Agreement for _____, 2022 (the “Preliminary Approval Motion”).

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. Nature of Action. Defendant/Counterclaimant alleges that Plaintiff Counterclaim-Defendant TD Auto Finance, LLC, n/k/a TD Bank, N.A. (“TDAF”) engaged in unlawful acts in connection with the repossession and sale of her Vehicle purchased as part of a consumer transaction in violation of the Uniform Commercial Code (“UCC”). In particular, Defendant/Counterclaimant alleged that the notices mailed to her before and after the disposition of her Vehicle by TDAF, the “pre-sale notice” and “post-sale notice,” respectively, were misleading or otherwise unreasonable in violation of RSMo § 400.9-611 to § 400.9-616. Defendant/Counterclaimant also alleged that TDAF violated RSMo § 408.553, and therefore the UCC, by charging her interest after default but before a final judgment.

TDAF disputes and denies all of Defendant/Counterclaimant’s claims. TDAF contends that it has fully complied with all applicable laws at issue in this matter.

2. Settlement. Defendant/Counterclaimant Michelle Bedrosian (the “Class Representative”), individually and as Class Representative on behalf of the Class, and TDAF (collectively, the “Parties”) have negotiated a potential settlement to the Action to avoid the expense, uncertainties, and burden of protracted litigation, and to resolve the Released Claims (as defined in the Agreement) against TDAF and the Releasees.

3. Review. At the preliminary approval stage, the Court’s task is to evaluate whether the settlement is within the “range of reasonableness.” 4 Newberg on Class Actions § 11.26 (4th ed. 2010). In determining whether class action settlements should be approved, “[c]ourts judge the fairness of a proposed compromise by weighing the plaintiff’s likelihood of success on the merits against the amount and form of the relief offered in the settlement. [Citation omitted] . . . They do not decide the merits of the case or resolve unsettled legal questions.” *Carson v. American Brands, Inc.*, 450 U.S. 79, 88 n.14 (1981). To determine if a class action settlement is “fair, reasonable, and adequate,” the court should consider and balance five factors: “(1) the existence of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of proceedings and the amount of discovery completed; (4) the probability of plaintiffs’ success on the merits; (5) the range of possible recovery; and (6) the opinions of class counsel, class representatives, and absent class members.” *See State ex rel. Byrd v. Chadwick*, 956 S.W.2d 369, 378 (Mo. Ct. App. 1997) (citing *Ahearn v. Fibreboard Corp.*, 162 F.R.D. 505, 528 (E.D. Tex. 1995) (applying factors from *Reed v. General Motors Corp.*, 703 F.2d 170 (5th Cir. 1983)). Absent evidence to the contrary, there is a “presumpti[on] [of] validity of class settlement agreements negotiated at arm’s length[.]” *Claxton v. Kum & Go, L.C.*, No. 6:14-CV-03385-MDH, 2015 WL 3648776, at *6 (W.D. Mo. June 11, 2015). Settlement negotiations that involve arm’s length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See Manual for Complex Litigation*, Third, § 30.42 (West 1995) (“A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arms’-length negotiations between experienced, capable counsel after meaningful discovery.”) (internal quotation marks omitted).

The Court has carefully reviewed the Agreement, including the plan of allocation and the release of claims, as well as the files, records, and proceedings to date in the Action. The terms and conditions in the Agreement are hereby incorporated as though fully set forth in this Order, and, unless otherwise indicated, capitalized items in this Order shall have the meanings attributed to them in the Agreement.

4. Jurisdiction. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Members of the Class, and venue in this Court is proper.

5. Preliminary Approval. Based on the review the Court has conducted, as set forth in paragraph 3, the Court does hereby preliminarily approve the Agreement and the Settlement set forth therein as fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below. The Court finds on a preliminary basis that the Settlement as set forth in the Agreement falls within the range of reasonableness and was the product of informed, good-faith, arms'-length negotiations between the Parties and their counsel, and therefore meets the requirements for preliminary approval. The Court finds and concludes that the assistance of an experienced mediator in the settlement process supports the finding that the Settlement is non-collusive.

6. Settlement Class. The Court conditionally certifies, for settlement purposes only (and for no other purpose and with no other effect upon the Action, including no effect upon the Action should the Agreement not receive Final Approval or should the Effective Date not occur), a class defined as the collective group of consumers who:

- a. purchased a motor vehicle from a dealer in Missouri or had a Missouri address at or around the time of repossession of the motor vehicle;
- b. as part of the purchase transaction entered into a RISC where the RISC was assigned to TDAF; and

- c. from May 30, 2012 to the date of entry of the Preliminary Approval Order were mailed a “Notice After Repossession or Voluntary Surrender” and/or “Deficiency Notice Letter” by TDAF.

The Class does not include any individual who validly opts out of the Settlement pursuant to the procedures set forth herein.

7. Designation of Class Representative and Class Counsel. The Court finds and concludes that the Class Representative Michelle Bedrosian has claims typical of and is an adequate representative of the Settlement Class she proposes to represent. The Court hereby appoints Michelle Bedrosian as the Class Representative for the Settlement Class. The Court finds and concludes that Martin L. Daesch, Jesse B. Rochman, and Craig W. Richards of The Onder Law Firm have extensive experience and expertise in prosecuting consumer class actions. The Court hereby appoints Mr. Daesch, Mr. Rochman, and Mr. Richards as Class Counsel.

8. Final Approval Hearing. A hearing (the “Final Approval Hearing”) shall be held before this Court on _____, 202__, at _____ .m., at the Twenty-First Judicial Circuit Courthouse, 105 South Central Avenue, Clayton, Missouri 63105 to determine, among other things: (i) whether the proposed Settlement of the Action on the terms and conditions set forth in the Agreement is fair, reasonable, and adequate to the Class and should be approved by the Court; (ii) whether a Judgment as provided in Paragraph 1.23 of the Agreement should be entered; (iii) whether Settlement Class Members should be bound by the Release set forth in the Agreement; (iv) any amount of fees and expenses that should be awarded to Class Counsel and any award to the Class Representative for her representation and service to the Class; (v) to consider any Settlement Class Member’s objections to the Settlement and/or any application of Class Counsel for payment or reimbursement of attorney’s fees, costs, and expenses and any application for an award to the Class Representative; and (vi) to rule upon such other matters as

the Court may deem appropriate. The Court may hold the Final Approval Hearing by video conference or telephone. The Parties shall include the date of the Final Approval Hearing in the Notice to be mailed to the Settlement Class.

9. Class Notice. The Court approves the form, substance, and requirements of the Mail Notice and Class Notice (collectively, the “Notice”) annexed hereto as **Exhibits 1-A and 1-B**. The Court further finds that the form, content, and distribution of the Notice, substantially in the manner and form set forth in Paragraph 9 of this Order, meets the requirements of Rule 52.08 of the Missouri Rules of Civil Procedure and due process. The Notice fairly, plainly, accurately, and reasonably informs potential Class Members of appropriate information about: (1) the nature of this action, the definition of the Settlement Class, the identity of Class Counsel, and the essential terms of the Settlement, including the plan of allocation for the monetary and other relief, and includes the address for a website maintained by the Settlement Administrator that has links to the notice, motions for approval and for attorney’s fees, and any other important documents in this case; (2) Class Representative’s forthcoming application for the Class Representative’s Incentive Award and Class Counsel’s attorneys’ fees and costs award; (3) how the Settlement Class Members’ pro rata share of the Settlement Fund will be calculated and distributed; (4) this Court’s procedures for final approval of the Settlement; (5) how to Opt-Out or Object to the Settlement; (6) how to obtain additional information regarding this Action and the Settlement, including instructions on how to access the case docket via Missouri’s Case.net or in person at the Courthouse; and (7) the date of the Final Approval Hearing and that the date may change without further notice to the Settlement Class, and that Class Members may check the settlement website or the Court’s Case.net to confirm that the date has not been changed.

The Court further finds and concludes that the proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all individuals who would be bound by the Settlement. Under this plan, prior to distributing the Notice and after receiving a Notice List from TDAF, the Settlement Administrator will update addresses through NCOA. After the Settlement Administrator updates the Settlement Class's addresses, the Mail Notice will be sent out via first-class mail and the Class Notice will be sent via email to the Settlement Class Members who have an email address on file that is reasonably accessible by TDAF. No later than the mailing of the Mail Notice, the Class Notice will be posted to the Settlement Website. There is no additional method of distribution that is cost-effective and would be reasonably likely to notify potential Class Members who may not receive notice under this proposed distribution plan.

The Court hereby concludes that the proposed Notice and Notice plan are the best practicable under the circumstances and are reasonably calculated, under all the circumstances, to apprise potential Class Members of the pendency of the Action, to apprise persons who would otherwise fall within the definition of the Class of their right to exclude themselves from the proposed Class, and to apprise Class Members of their right to object to the proposed Settlement and their right to appear at the Final Approval Hearing. The Court further finds that the Notice constitutes due and sufficient notice to all persons entitled thereto.

10. Settlement Administrator. The Court approves the appointment of RG/2 Claims Administration LLC to supervise and administer the notice procedure as more fully set forth below:

a. No later than sixty (60) days from the entry of this Order (the "Notice Mailing Date"), the Settlement Administrator shall cause a copy of the Mail Notice, substantially in the form annexed as **Exhibit 1-A** hereto, to be mailed by first class U.S. mail to the last known

mailing address of each individual on the Notice List, after being updated by the Settlement Administrator using NCOA;

b. No later than the Notice Mailing Date, the Settlement Administrator shall also send the Class Notice via email to the Settlement Class Members who have an email address on file that is reasonably accessible by TDAF.

c. No later than the Notice Mailing Date, the Settlement Administrator shall establish a website at [www.\[ADD\].com](http://www.[ADD].com), and shall post on the website the Agreement and Exhibits, including the Class Notice substantially in the form annexed as **Exhibit 1-B** hereto, as well as the Counterclaim, this Preliminary Approval Order, applications for attorneys' fees and class representative Incentive Payment, the Final Approval Order, and the operative Complaint in this Action;

d. Following the mailing of the Mail Notice, the Settlement Administrator shall provide counsel with written confirmation of the mailing and publication via website;

e. The Settlement Administrator shall otherwise carry out its duties as set forth in Section 6 of the Agreement.

11. Exclusion from the Class. Any Class Member may, upon request, be excluded from the Class. Any such Class Member must submit a written Request to Opt Out, postmarked no later than sixty (60) days before the Final Approval Hearing. To be valid, the Request to Opt Out must: (a) identify the case name; (b) identify the name and address of the person requesting exclusion; (c) be personally signed by the person requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the Settlement Class, such as "I hereby request that I be excluded from the proposed Settlement Class in the Action," as set forth in Section 11 of the Agreement. All Class Members who submit valid, verified, and timely Requests to Opt Out in the

manner set forth in this Paragraph shall have no rights under the Agreement and shall not be bound by the Agreement or any Final Judgment. Mass or class opt outs shall not be allowed. A Class Member who desires to opt out must make timely affirmative written action pursuant to this Order and the Agreement, even if the person desiring to opt out of the Class (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative class member in any other class action filed against any of the Released Parties.

12. Copies of Requests to Opt Out. The Settlement Administrator shall provide Class Counsel and TDAF's Counsel with a list of all timely Requests to Opt Out within seven (7) business days after the Opt Out Deadline.

13. Entry of Appearance. Any member of the Class who does not exclude himself or herself from the Settlement Class may enter an appearance in the Action, at his or her own expense, individually or through counsel of his or her own choice. If he or she does not enter an appearance, he or she will be represented by Class Counsel.

14. Binding Effect on Class. All Class Members who do not exclude themselves from the Settlement Class by properly and timely submitting a Request to Opt Out shall be bound by all determinations and judgments in the Action concerning the Settlement, whether favorable or unfavorable to the Class.

15. Refusal of Waiver of Deficiency Balance. Each Settlement Class Member shall have the option to refuse waiver of the Deficiency Balance that TDAF claims is due. In order to refuse the Deficiency Balance Waiver, the Class Member must complete and send to the Settlement Administrator, at the address listed in the Class Notice and on the Settlement Website for this Settlement, a Refusal of Deficiency Balance Waiver that is postmarked no later than thirty (30) days after the Notice Mailing Date. The Refusal of Deficiency Balance must: (a) identify the

case name; (b) identify the name and address of the person requesting refusal; (c) be personally signed by the person requesting refusal; and (d) contain a statement that indicates a desire to be included in the Settlement Class, but to refuse the Deficiency Balance Waiver, such as “I hereby request that I be included in the proposed Settlement Class in the Action, however I do not want TDAF to eliminate any Deficiency Balance on my Account.” A Refusal of Deficiency Balance Waiver can be accomplished by sending a letter as instructed in the Agreement and on the Settlement Website. All borrowers, including co-borrowers, must timely execute the Refusal of Deficiency Balance Waiver pursuant to this Paragraph in order to refuse the Waiver of the Deficiency Balance associated with that particular Account. Within forty-five (45) days of the Notice Mailing Date, the Settlement Administrator shall forward copies of all Refusal of Waiver of Deficiency Balance notices received to counsel as identified Paragraph 19 of the Agreement. Any Class Member that elects to not receive a Deficiency Balance Waiver is still otherwise bound by the terms of the Agreement based on the good and valuable consideration provided.

16. Objections. Any Class Member who does not timely and validly exclude himself or herself from the Settlement Class may appear and show cause, if he or she has any reason why the proposed Settlement of the Action should not be approved as fair, reasonable, and adequate, why a Final Judgment should not be entered thereon, why Attorneys’ Fees and Expenses should not be awarded to Class Counsel, or why an award should not be made to the Class Representative; provided, however, that no Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Final Judgment to be entered thereon approving the same, or any attorney’s fees and expenses to be awarded to Class Counsel or award made to the Class Representative, unless a written objection is filed with the Circuit Clerk of the Twenty-First Judicial Circuit Court, St. Louis County, Missouri, 105 South Central Avenue,

Clayton, Missouri 63105, and mailed (with the requisite postmark) to Class Counsel and TDAF's counsel (at the addresses identified in Section 19 of the Agreement), no later than sixty (60) days before the Final Approval Hearing. To be valid, the written objection must include: (a) the case name and number; (b) the name, address, telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; (c) the basis for objection; and (d) a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel. If a party to the RISC or governing loan agreement is deceased, a copy of the death certificate for such person shall be submitted with the objection.

Within seven (7) business days of the Objection Deadline, the Settlement Administrator shall provide a report to the Court setting forth a list of Objections that meet the above guidelines. The Court shall have the ultimate determination of whether an Objection has been appropriately made. Any Settlement Class Member who does not make his or her objection in the manner provided in this Section shall be deemed to have waived such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Agreement, and to the award of Attorney's Fees and Expenses to Class Counsel and the payment of an Incentive Award to the Class Representative, unless otherwise ordered by the Court.

17. Appearance of Objectors at Final Approval Hearing. Any Settlement Class Member who files and serves a written objection in accordance with Paragraph 16 of this Order may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement would not be approved as fair, adequate, and reasonable, but only if the objector files with the Circuit Clerk a notice of intention to appear at the Final Approval

Hearing and serves the same on all counsel designated in the Class Notice by the Objection Deadline (“Notice of Intention to Appear”). The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing and raise any objections.

18. Service of Motion for Final Approval. The motion in support of final approval of the Settlement shall be filed and served no later than fifteen (15) days prior to the Final Approval Hearing and any responsive papers filed by Settlement Class Members (or their attorneys) shall be filed and served no later than seven (7) calendar days prior to the Final Approval Hearing.

19. Fees, Expenses, and Awards. Class Counsel’s application for Attorneys’ Fees and Expenses shall be filed and served no later than ten (10) calendar days prior to the Final Approval Hearing. Neither TDAF nor the Releasees shall have any responsibility for any application for Attorney’s Fees and Expenses submitted by Class Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement. At or after the Final Approval Hearing, the Court shall determine whether any application for Attorney’s Fees and Expenses, and any award to the Class Representative for her service to the Class, should be approved.

20. Releases. If the Settlement is finally approved, the Releasors shall release the Releasees from the Released Claims.

21. Use of Order. Neither this Order, the fact that settlement was reached and filed, the Agreement, nor any other related negotiations, statements, or proceedings shall be construed

as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of TDAF. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. In no event shall this Order, the fact that a settlement was reached, the Agreement, or any of its provisions or any negotiations, statements, or proceedings relating to in any way be used, offered, admitted, or referred to in the Action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties and only by the Parties in a proceeding to enforce the Agreement.

22. Continuance of Final Approval Hearing. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Members of the Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

23. Stay of Proceedings. All proceedings in this Action are stayed until further Order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Agreement.

24. Preliminary Injunction. Pending final determination of whether the Settlement should be approved, and upon expiration of the Opt-Out Deadline, all Class Members who do not timely and validly exclude themselves from the Settlement Class, and each of them, and anyone who purports to act on their behalf, are preliminarily enjoined from directly or indirectly maintaining, commencing, prosecuting, or pursuing directly, representatively, or in any other capacity, any Released Claim subsumed and covered by the Release in the Agreement, including in any court or arbitration forum.

25. Termination of Settlement. If: (a) the Agreement is terminated as provided in Section 13 of the Agreement; or (b) any specified material term or condition of the Settlement as set forth in the Agreement is not satisfied as provided in Section 13 of the Agreement, then this Order may not be introduced as evidence or referred to in any actions or proceedings by any person or entity and shall be treated as vacated, *nunc pro tunc* (except Paragraph 21 of this Order shall remain in effect), and each party shall be restored to his, her, or its respective position in this Action as its existed prior to the execution of the Agreement.

26. No Merits Determination. By entering this Order, the Court does not make any determination as to the merits of this Action.

27. Authority. The Court hereby authorizes the Parties to take such further steps as necessary and appropriate to establish the means necessary to implement the terms of the Agreement.

28. Jurisdiction. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Agreement and the Settlement.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE MONDONNA L. GHASEDI

Exhibit 3

**TWENTY-FIRST JUDICIAL CIRCUIT COURT
ST. LOUIS COUNTY, MISSOURI**

TD AUTO FINANCE, LLC,)	
)	
Plaintiff/Counterclaim-Defendant,)	
)	Cause No. 18SL-AC06637-01
v.)	
)	
MICHELLE BEDROSIAN,)	
)	
Defendant/Counterclaimant.)	
)	
)	

**[PROPOSED] FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH PREJUDICE**

This matter came before the Court for hearing pursuant to the Order of this Court dated _____, 2022, on the application of the Parties for approval of the Settlement as set forth in the Settlement Agreement and Release dated _____, 2022 (the “Agreement”). On _____, 2022, this Court granted preliminary approval to the proposed class action settlement set forth in the Agreement between Plaintiff/Counterclaim-Defendant TD Auto Finance, LLC, n/k/a TD Bank, N.A. (“TDAF”) and Defendant/Counterclaimant Michelle Bedrosian (the “Class Representative”), individually and as class representative on behalf of the Class (collectively the “Parties”). This Court also provisionally certified the Class for settlement purposes, approved the procedure for giving Notice to members of the Class, and set a Final Approval Hearing to take place on _____, 2022. The Court finds that due and adequate notice was given to the Settlement Class as required in the Court’s Order Preliminarily Approving Settlement and Providing for Notice.

The Court has reviewed the papers filed in support of the Motion for Final Approval, including the Settlement Agreement and exhibits thereto, memoranda, and arguments submitted on behalf of the Settlement Class, and supporting affidavits.

On _____, 2022, this Court held a duly noticed Final Approval Hearing to consider: (1) whether the terms and conditions of the Agreement are fair, reasonable, and adequate; (2) whether a judgment should be entered dismissing the Settlement Class Members' Released Claims on the merits and with prejudice; (3) whether and in what amount to award attorneys' fees and expenses to Class Counsel; and (4) any award to the Class Representative for her representation of the Class.

Based on the papers filed with the Court and the presentations made to the Court by the Parties and by other interested persons at the Final Approval Hearing, it appears to the Court that the Settlement Agreement is fair, adequate, and reasonable, and in the best interests of the Settlement Class.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. **Definitions.** This Judgment incorporates by reference the definitions in the Agreement, as modified by the Court, and all capitalized terms used, but not defined herein, shall have the same meanings as in the Agreement.

2. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Members of the Class, and venue in this Court is proper.

3. **No Merits Determination.** By entering this Order, the Court does not make any determination as to the merits of this case.

4. **Settlement Class.** Pursuant to Rule 52.08 of the Missouri Rules of Civil Procedure, this Court hereby finally certifies this Action as a class action, with the Class defined as the collective group of all persons making up the Settlement Class, defined as consumers who:

- a. purchased a motor vehicle from a dealer in Missouri or had a Missouri address at or around the time of repossession of the motor vehicle;
- b. as part of the purchase transaction entered into a RISC where the RISC was assigned to TDAF; and
- c. from May 30, 2012 to the date of entry of the Preliminary Approval Order were mailed a “Notice After Repossession or Voluntary Surrender” and/or “Deficiency Notice Letter” by TDAF.

The Class does not include any individual who validly opts out of the Settlement pursuant to the procedures set forth herein.

The Court finds, for settlement purposes only, that class certification under Mo. Sup. Ct. R. 52.08(b)(3) is appropriate in that, in the settlement context: (a) the Members of the Settlement Class are so numerous that joinder of all Class Members in the class action is impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual question; (c) the claims of the Class Representative are typical of the claims of the Settlement Class; (d) the Class Representative will fairly and adequately represent and protect the interests of the Settlement Class Members because her interests are aligned with those of the Settlement Class Members, and she has retained experienced counsel to represent her and the Settlement Class Members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. **Designation of Class Representative and Class Counsel.** The Court confirms the prior appointments of the Defendant/Counterclaimant Michelle Bedrosian to serve as Class

Representative and counsel of record representing the Class Representative in the Action as Class Counsel.

6. **Settlement Approval.** Pursuant to Missouri Rule of Civil Procedure 52.08, this Court hereby approves the Settlement set forth in the Agreement and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Parties. The Court further finds that the Settlement set forth in the Agreement is the result of a good faith arm's-length negotiation between experienced counsel representing the interests of the Parties, with the assistance of the Honorable Judge Diane M. Welsh (ret.) through mediation. Accordingly, the Settlement embodied in the Agreement is hereby finally approved in all respects, there is no just reason for delay, and the parties are hereby directed to perform its terms.

7. **Dismissal with Prejudice.** Final Judgment is hereby entered with respect to the Released Claims of all Settlement Class Members, and the Released Claims in the Action are hereby dismissed in their entirety with prejudice and without costs. All claims in the Action are dismissed, and the case shall be closed pursuant to Paragraph 23 of this Order. Nothing herein is intended to waive or prejudice the rights of the Class Members who have timely excluded themselves from the Class, as identified on **Exhibit 1** hereto.

8. **Deficiency Balance Waiver.** Pursuant to Paragraph 3.2.1 of the Agreement, upon the Effective Date, TDAF shall cease collecting on and agrees to waive the Deficiency Balance alleged to be owed by each Settlement Class Member, except that TDAF need not cease collection attempts or waive the Deficiency Balance of any Settlement Class Member who elects not to receive the Deficiency Balance Waiver in accordance with Paragraph 3.2.2 of the Agreement. Further, upon the Effective Date, TDAF shall not accept payments on Deficiency Balances and

will use best efforts to return any payment received by returning the payment instrument to the sender.

9. **Cessation of Collection on Judgments.** Upon the Effective Date, TDAF shall cease collecting on all judgments entered against Settlement Class members for deficiency balances on the loans that are the subject of this Action.

10. **Releases.** The releases as set forth in Section 10 of the Agreement together with the definitions in Sections 1.36, 1.37, 1.38, and 1.49 relating thereto are expressly incorporated herein in all respects and made effective by operation of this Judgment. The Court hereby approves the release provisions as contained and incorporated in Section 10 of the Agreement, including but limited to, the definitions of Released Claims, Releasors, Releasees, and Unknown Claims. The Releasors shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims (including Unknown Claims) against the Releasees.

11. **Permanent Injunction.** The Releasors, including the Class Representative and all Settlement Class Members, and anyone claiming through or on behalf of any of them, are forever barred and enjoined from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction for the Released Claims. The Releasors further are forever banned and enjoined from organizing the Settlement Class Members, or soliciting the participation of Settlement Class Members, or persons who would otherwise fall within the definition of Settlement Class Member but who have requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint or counterclaim to include class allegations, or seeking class

certification in a pending action in any jurisdiction based on or relating to any of the Released Claims).

12. **Approval of Class Notice.** The form and means of disseminating the Class Notice, as provided for in the Order Preliminarily Approving Settlement and Providing for Notice constituted the best notice practicable under the circumstances, including individual notice to all Members of the Class who could be identified through reasonable effort. Said Notice provided the best notice practicable under the circumstances of the proceedings and the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said Notice fully satisfied the requirements of Missouri Rule of Civil Procedure 52.08 and complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution.

13. **Attorneys' Fees and Expenses.** Plaintiff and Class Counsel have moved for an award of attorney's fees, costs, and expenses in the amount of ___% of the Gross Settlement Fund (or, \$ _____). The Court finds and concludes the above award to Class Counsel for work and services for the Action and Settlement is reasonable, and regarding this finding, specifically finds:

- a. The undersigned is acquainted with all the issues involved and the work performed by Class Counsel.
- b. Through their settlement negotiations, and by obtaining preliminary and final approval of the Settlement Agreement, Class Counsel and Class Representatives achieved exceptional results on behalf of the Settlement Class with the total quantifiable benefit conferred on the Settlement Class valued at approximately _____.

- c. The issues involved were novel, complex, and justify the fee award.
- d. The demands of the settlement approval process and class administration forced Class Counsel to dedicate considerable resources to this lawsuit.
- e. Class Counsel are experienced and highly skilled class action and consumer litigators with a reputation justifying the fee award.
- f. The fee award, relative to the Gross Settlement Fund, is less than that granted in similar cases involving complex litigation or in the class-action context.
- g. The Agreement and Class Notice informed the Settlement Class that Class Counsel would apply for fee awards in the amounts requested. No member of the Settlement Class has objected to such awards or the Settlement.

The Court has considered this application separately from this Judgment. The Court finds that an award of \$_____ in attorney's fees, costs, and expenses is fair and reasonable, and the Court approves of Class Counsel's attorney's fees, costs, and expenses in this amount. The Court directs the Settlement Administrator to disburse this award to Class Counsel as provided in the Settlement Agreement.

14. **Class Representative Incentive Award.** The Court further finds that an incentive award for Class Representative Michelle Bedrosian in the amount of \$10,000 is fair and reasonable, and the Court approves of the incentive award in this amount. The Court directs the Settlement Administrator to disburse this award to Ms. Bedrosian as provided in the Settlement Agreement.

15. **Use of Order.** Neither this Order, the fact that a settlement was reached and filed, the Agreement, nor any related negotiations, statements, or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability

or wrongdoing whatsoever or breach of any duty on the part of TDAF. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. In no event shall this Order, the fact that a settlement was reached, the Agreement, or any of its provisions or any negotiations, statements, or proceedings relating to it in any way be used, offered, admitted, or referred to in the Action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties and only the Parties in a proceeding to enforce the Agreement.

16. **Continuing Jurisdiction.** Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over the administration, consummation, enforcement, and interpretation of the Agreement, the Final Judgment, and for any other necessary purpose, including to ensure compliance with the Protective Order.

17. **Termination of Settlement.** In the event that the Settlement does not become effective in accordance with the terms of the Agreement, or the Agreement is terminated pursuant to Section 13 of the Agreement, the Parties shall be restored to their respective positions in the Action prior to the execution of the Agreement, the certification of the Settlement Class shall be automatically vacated, and this Judgment shall be rendered null and void (except Paragraph 15 of this Order shall remain in effect) to the extent provided by and in accordance with the Agreement and shall be vacated and, in any such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Agreement.

18. **Implementation of the Agreement.** The Parties are hereby authorized to implement the terms of the Agreement.

19. **Reasonable Extensions.** Without further order of this Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Agreement.

20. **Class Notice List.** No later than thirty (30) days after the Effective Date (as defined in the Agreement), the Settlement Administrator shall file with this Court, *ex parte* and under seal pursuant to the Protective Order entered in this litigation (in order to protect the names, addresses and other personal information of Class Members), a list of the names and addresses of all Members of the Class to whom Notice was sent.

21. **Final Accounting.** The Settlement Administrator and Class Counsel shall file a final accounting with the Court within 150 days after the Distribution Date, as defined in the Agreement, in the event there is no second distribution, or within 120 days after the second distribution in the event of a second distribution. The final accounting will include a summary of all distributions from the Settlement Fund, and Class Counsel will request Court approval of the final accounting.

22. **Entry of Final Judgment.** There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Circuit Clerk is hereby directed.

23. **Action Closed.** The Circuit Clerk is hereby directed to close the Action.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE MONDONNA L. GHASEDI