

If you owned property repossessed by Ally Financial Inc., 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 reduction of certain debts, the cessation of finance and late charges, and the deletion of certain negative credit information from credit reports if you obtained a loan or financing agreement held by Ally Financial Inc. or Ally Bank (including their subsidiaries, successors, and predecessors) (“Ally”) under which personal property, such as a vehicle you purchased, was pledged as collateral and repossessed.
- The settlement resolves a lawsuit over whether Ally sent proper notices to you in connection with attempting to collect your loan and repossessing and selling your property. This settlement avoids costs and risks to you from the lawsuit; provides benefits to borrowers like you; and releases Ally 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. Ally has denied liability and continues to do so.
- 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 the payment of taxes.

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

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

QUESTIONS? CALL 1- 844-735-5572 TOLL FREE, OR VISIT WWW.ALLYNOTICECLASS.COM

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BASIC INFORMATION

1. Why did I get a notice?

Ally's records show you might have had a loan or financing agreement directly with or that was assigned to Ally where Ally repossessed the motor vehicle securing the loan. The Court sent you a short form notice 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, Ally will reduce certain debts, cease accrual of late or finance charges, and request that certain credit reporting agencies delete deficiency balance information from your credit reports related to the repossessed personal property. 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.

Judge Katherine Hardy-Senkel of the Twenty-Third Judicial Circuit Court for Jefferson County, Missouri is overseeing this class action. The lawsuit is known as *Ally Financial Inc. v. Haskins*, No. 16JE-AC01713-01.

2. What is this lawsuit about?

The claims against Ally allege that notices the borrowers received from Ally before and after their personal property was repossessed failed to comply with the form and content requirements the Uniform Commercial Code adopted by each state. Ally contends that it may assert claims for unpaid amounts due, if any, on the loans extended to Class Members (including you) for the purchase of the vehicles which were repossessed. Class Representatives contend Ally cannot assert claims against Class Members and that you and other Class Members owe no money to Ally. The Court hasn't decided who is correct on any contentions of the parties. You can read the claims against Ally in more detail at: http://allynoticeclass.com/docs/Second_Amended_Counterclaim.pdf.

3. What is a class action and who is involved?

In a class action, one or more people called Class Representatives (in this case Alberta Haskins and David Duncan or Counterclaimants) sue for other people who have similar claims. The people together are a "Class" or "Class Members."

4. Why is there a settlement?

The parties disagree over who would have won and what Class Representatives or the Classes would've recovered if they had won. Class Representatives believed they could recover 10% of the principal amount of their loan, the interest charge, and other relief. Ally believed Class Representatives and the Classes were entitled to nothing. To resolve the dispute, and because both parties are unsure of what would've happened on the merits, they agreed to a settlement. That way, they avoid the cost of continued litigation, the risk of losing, and the people affected will get money and other benefits. Class Representatives and their attorneys believe the settlement is fair and equitable for all Class Members.

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WHO IS IN THE SETTLEMENT

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

Judge Hardy-Senkel decided everyone who fits this description is a Class Member:

Nationwide Class. The “Nationwide Class” means and is composed of each Person (a) who was named as a borrower, co-borrower, obligor, co-obligor, buyer, co-buyer, purchaser, co-purchaser, guarantor, owner, or co-owner in a Covered Contract, (b) whose Covered Contract was secured by Collateral, (c) whose Collateral was repossessed, voluntarily or involuntarily, and (d) whose Collateral was disposed of during the Class Period.

Missouri Class. The “Missouri Class” means and is composed of each Person (a) who obtained a Missouri Certificate of Title from a motor vehicle identifying Ally as the lienholder as a result of entering into a Covered Contract, or who was named as a borrower, co-borrower, obligor, co-obligor, buyer, co-buyer, purchaser, co-purchaser, guarantor, owner, or co-owner with a Missouri address in a Covered Contract, (b) whose Covered Contract was secured by Collateral, (c) whose Collateral was repossessed, voluntarily or involuntarily, and (d) whose Collateral was disposed of during the Class Period.

The meaning of capitalized terms not explained in this notice are available in the settlement agreement posted at www.allynoticeclass.com.

6. Are there exceptions to being included?

You are not a Class Member if (a) Ally obtained a final judgment against you during the Class Period for the deficiency remaining under a Covered Contract after disposition of the related Collateral, (b) you filed a Chapter 7 bankruptcy petition after the date of your pre-sale notice covering Collateral under a Covered Contract and your Chapter 7 bankruptcy case ended in a discharge, not a dismissal, during the Class Period, (c) you filed a Chapter 13 bankruptcy petition after the date of your pre-sale notice covering Collateral under a Covered Contract and your Chapter 13 bankruptcy case is still pending as of the date on which the Court enters the Preliminary Approval Order or ended in a discharge, not a dismissal, during the Class Period, or (d) you timely and validly excluded yourself in compliance with procedures set forth in the Notice of Pending Class Action mailed July 17, 2020 to the Classes (the “Certification Notice”) or in compliance with procedures established by the Court and set forth below.

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 1-844-735-5572 or visit www.allynoticeclass.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the settlement provide?

Ally has agreed to provide Class Members with settlement benefits valued over **\$787,500,000**, which include:

MONEY

Ally will pay \$87,500,000 to pay Class Members, attorneys' fees, and costs to Class Counsel and an incentive award to the Class Representatives. This amount is called the Cash Fund.

DEFICIENCY WAIVER

Ally will no longer seek to collect a portion of any deficiency balance Ally's records reflect as outstanding after Ally repossessed and sold the personal property. The value of this benefit to all the Class Members is at least \$700,000,000 and is called the Gross Deficiency Waiver Amount. The amount of the deficiency waiver will vary by Class Member, but will be at least the lesser of the amount of your deficiency balance or \$1,300.

CESSATION OF FINANCE AND LATE CHARGES

Ally will not accrue finance charges and late charges on Class Members' deficiency balances as of the Effective Date of the settlement.

CREDIT BUREAU REPORTING

Ally will request that the three nationwide consumer reporting companies—Equifax, Experian, and TransUnion—delete trade-line information on your credit report related to your account with Ally that is the subject of this case.

9. What can I get from the settlement?

Every Class Member will get the benefits that come from the settlement. The average cash payment Class Members will receive from the Cash Fund is expected to be \$28.90, the maximum is \$686.92, and the minimum is \$1.28.

HOW YOU GET SETTLEMENT BENEFITS

10. How can I get my settlement benefits?

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

11. When would I get my settlement benefits?

The Court will hold a hearing on **August 9, 2021 at 1:30 p.m.**, to decide whether to approve the settlement. Even if Judge Hardy-Senkell approves the settlement, there may be appeals. It's always uncertain how an appeal will be resolved and how long it will take. Some appeals take more than a year.

Please be patient. You'll receive your payment if the settlement is approved and after that approval becomes a "final judgment" (i.e. after any appeals are resolved or the time for appealing has passed).

12. What am I giving up to get settlement benefits?

Unless you exclude yourself by following the procedure below, you are a Class Member and will be included in one or more of the Classes, and that means you can't sue, continue to sue, or be part of any other lawsuit against Ally about the legal issues in this case. For example, you won't be able to make any independent claim against Ally arising from the written notices (right-to-cure notices, presale notices, deficiency notices) or any other claims this lawsuit is about. Staying in the Classes 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.allynoticeclass.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want benefits from this settlement, but you want to keep the right to sue or continue to sue Ally 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 Classes.

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying you want to be excluded from *Ally Financial Inc. v. Alberta Haskins, et al*, Case No. 16JE- AC1717-01. Include your name, address, telephone number, account number, last four digits of your Social Security Number, and the name of any other person on your agreement with Ally, along with your signature. The exclusion request must be signed by you and by any co-borrower on your agreement, unless the co-borrower is deceased, in which case you must include a death certificate with your request. You cannot exclude yourself by having someone else sign the letter for you. You must mail your exclusion request postmarked no later than **July 13, 2021**, to:

First Class, Inc./ J14601-Ally
5410 W. Roosevelt Rd., Ste. 222
Chicago, IL 60644-1490

If you timely request to be excluded, you'll get no settlement benefits, and you cannot object to the settlement. You won't be legally bound by the settlement if it is approved. You may sue (or continue to sue) Ally about the claims asserted in the case.

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

No. Unless you exclude yourself, you give up any right to sue Ally for any claims you may have against Ally concerning your transaction that resulted in a repossession. If you have a pending lawsuit against Ally, speak to your lawyer in that case immediately. You must exclude yourself from the Classes to continue with that lawsuit. Remember, the exclusion deadline is **July 13, 2021**. Exclusion requests postmarked later than this date will be rejected.

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 Ally about the same claims that were made in this case.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court appointed James G. Onder, Martin L. Daesch, Jesse B. Rochman and their law firm, OnderLaw, LLC to represent you and other Class Members. These lawyers are called Class Counsel. You won't be charged any amounts for these lawyers' services. They are experienced in handling similar class actions. More information about these lawyers and their firm is available at www.underlaw.com. You needn't hire your own lawyer because Class Counsel is working for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel has prosecuted this litigation on a contingent basis and has incurred or advanced all costs, expenses, and attorneys' fees associated with the lawsuit since their investigation of claims against Ally began in 2016. Class Counsel hasn't been paid for their work or received reimbursement for the expenses they have incurred or advanced for the Class Representatives and Class Members. Class Counsel will ask the Court to approve payment up to 11% of the value of the settlement benefits to them for attorneys' fees, up to \$1.2 million in expenses, and payment of \$20,000 to each of the Class Representatives for their services to the Class Members. 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 some or all parts of the settlement.

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 *Ally Financial Inc. v. Alberta Haskins, et al.*, Case No. 16JE- AC1717-01. Your letter must include your name, address, telephone number, facsimile number (if available), email address (if available), account number, last four digits of your Social Security Number, a statement of your objections, and the reasons and facts you contend support your objections. Your objection must include any documents (including loan documents) you rely upon to support your objection and identify any witnesses you plan to use at the Final Hearing (described below). If there is other evidence (e.g., documents) that you rely upon for your objection, you must attach copies to your objection. If you plan to use expert witnesses to support your objection, you must provide—with your objection—an expert report for each expert outlining the expert's opinions and the facts and reasons for the expert's opinions. You must also state whether you intend to appear at the Final Hearing and provide copies of any evidence you intend to use at the hearing. Your objection must also state the name, court, and docket number associated with any other class-action

settlement where the objecting Class Member has objected (whether through a formal appearance or otherwise) or provided legal assistance with respect to an objection. Finally, you must sign and date the objection and include a statement substantially in this form: “I declare (or certify, verify, or state) under penalty of perjury that all of the information in the objection is true and correct. Executed on (date). (Signature).”

Mail the objection to the Court, to Class Counsel, and to Ally’s Counsel at the separate addresses below. Your objection must be postmarked no later than **July 13, 2021**.

| COURT | CLASS COUNSEL | ALLY’S COUNSEL |
|--|---|--|
| Jefferson County Circuit Clerk’s Office 300 Main Street Hillsboro, MO 63050 | Martin L. Daesch Jesse Rochman OnderLaw, LLC 110 E. Lockwood Ave. St. Louis, MO 63119 | Todd W. Ruskamp Shook, Hardy & Bacon, L.L.P. 2555 Grand Blvd. Kansas City, MO 64108 |

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. Your attorney submitting the objection must also provide the name, court, and docket number associated with any other class-action settlement where the objecting Class Member’s counsel has appeared as an objector’s attorney or provided legal assistance with respect to an objection.

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

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

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

THE COURT’S FINAL 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 Final Hearing at **1:30 p.m.** on **August 9, 2021**, at the Twenty-Third Judicial Circuit, 300 Main Street, Hillsboro, MO 67050, in Division 13. 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

QUESTIONS? CALL 1- 844-735-5572 TOLL FREE, OR VISIT WWW.ALLYNOTICECLASS.COM

Hardy-Senkel will listen to people who have asked to speak at the hearing. The Court will 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 Hardy-Senkel may have. But you are welcome to come at your own expense. If you submit 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 Final 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 *Ally Financial Inc. v. Alberta Haskins, et al.*, Case No. 16JE- AC1717-01." 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 **July 13, 2021**, and be sent to the Circuit Clerk's Office, Class Counsel, and Ally's Counsel, at the three addresses provided in question 18.

If you plan to speak at the Final Hearing to tell the Court you don't like something about the settlement, you must submit a written objection as detailed in question 18 and include with that objection a statement you intend to appear at the Final Hearing. The identity of any witnesses or experts you plan to present at the Final Hearing, with evidence you intend to present at the Final 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. This notice does not change or supersede the settlement agreement in any way. You can get a copy of the settlement agreement by writing to First Class, Inc./ J14601-Ally, 5410 W. Roosevelt Rd., Ste 222, Chicago, IL 60644-1490, or by visiting www.allynoticeclass.com.

24. How do I get more information?

You can call 1-844-735-5572 toll free; write to First Class, Inc./ J14601-Ally, 5410 W. Roosevelt Rd., Ste 222, Chicago, IL 60644-1490; or visit the website www.allynoticeclass.com, where you will find information about this lawsuit and to help you determine whether you are a Class Member.

DATE: MAY 13, 2021