

If you owned a motor vehicle 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 elimination of certain debts, and the deletion of certain negative credit information from credit reports if you obtained a loan or financing agreement held by Ally Financial Inc. (including its subsidiaries, successors, and predecessors) (“Ally”) under which a motor vehicle was pledged as collateral and repossessed.
- The settlement resolves a lawsuit over whether Ally sent proper notices to you in connection with repossessing and selling your motor vehicle. 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.
- You may have also received a notice about the *Haskins* settlement from Missouri state court. This settlement provides benefits in addition to those in *Haskins* (see question 8, below).

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.

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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 and Ally repossessed the motor vehicle securing the loan. The Court has directed that you be provided with this notice of 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 eliminate certain debts and request that certain credit reporting agencies delete deficiency balance information from your credit reports related to the repossessed motor vehicle. 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 Mark G. Mastroianni of the United States District Court for the District of Massachusetts is overseeing this class action. The lawsuit is known as *White v. Ally Financial Inc.*, Case No. 3:18-CV-30143-MGM.

2. What is this lawsuit about?

The claims against Ally allege that notices the borrowers received from Ally after their vehicle was repossessed failed to comply with the requirements of the Uniform Commercial Code adopted by Massachusetts and the Massachusetts Motor Vehicle Installment Sales Act. 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. The Class Representative contends Ally cannot assert claims against Class Members, that you and other Class Members owe no money to Ally, and that Class Members are entitled to money damages. 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: www.allymassclass.com.

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

In a class action, one or more people called Class Representatives (in this case, Plaintiff Gracie White) 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 the Class Representative or the Class would've recovered if they had won. The Class Representative believed she could recover 10% of the principal amount of her loan, the interest charge, and other relief. Ally believed the Class Representative and the Class were entitled to nothing. To resolve the dispute, 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. The Class Representative and her attorneys believe the settlement is fair and equitable for all Class Members.

WHO IS IN THE SETTLEMENT

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

The Court decided everyone who fits this description is a Class Member:

Every Massachusetts Consumer to whom, during the Class Period, Ally sent a notice substantially similar to the kind of notice attached as Exhibit A to the Second Amended Complaint (i.e., a notice that did not use the term "fair market value") after the voluntary or involuntary repossession of Collateral (the "Post-Repossession Notice"). "Massachusetts Consumer" means any Person 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 that was entered into in Massachusetts.

QUESTIONS? CALL 1-888-210-5790 TOLL FREE, OR VISIT WWW.ALLYMASSCLASS.COM

The Class Period runs from July 16, 2014 to and including June 30, 2021. The meaning of capitalized terms not explained in this notice are available in the settlement agreement posted at www.allymassclass.com. As of June 30, 2021, there are approximately 7,243 Class Members on 5,747 Covered Contracts.

6. Are there exceptions to being included?

You are not a Class Member if (a) your Covered Contract contained a choice-of-law provision selecting the law of a state or jurisdiction other than Massachusetts, (b) you filed a Chapter 7 bankruptcy petition after Ally sent you a Post-Repossession Notice and your bankruptcy case ended in a discharge during the Class Period, (c) you filed a Chapter 13 bankruptcy petition after Ally sent you a Post-Repossession Notice and your bankruptcy case is still pending as of the date of the Preliminary Approval Order or ended in a discharge during the Class Period, (d) Ally obtained a deficiency judgment against you during the Class Period, or (e) you timely and validly exclude yourself 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 1-888-210-5790 or visit www.allymassclass.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the settlement provide?

Ally has agreed to provide Class Members with the following settlement benefits if the settlement is approved:

MONEY

Ally will pay \$5,000,000 to pay Class Members, attorneys' fees and costs to Class Counsel, the costs of notice and settlement administration, and an incentive award to the Class Representative, subject to court approval. This amount is called the Cash Fund.

DEFICIENCY WAIVER

Ally will waive (reduce to zero) any deficiency balance Ally's records reflect as outstanding as of the Effective Date of the settlement on the accounts of all Class Members whose vehicles were voluntarily or involuntarily repossessed and disposed of on or before June 30, 2021. As of June 30, 2021, the amount of deficiency balances to be waived total approximately \$10,977,704.68. The agreement that these deficiency balances will be waived and forgiven is a settlement of a contested liability. The Class Representative contends that any alleged deficiency balances of Class Members whose vehicles were voluntarily or involuntarily repossessed and disposed of never arose due to the alleged failure of Ally to comply with applicable Massachusetts law. Ally disagrees with the Class Representative's contention.

You should consult your tax adviser about the tax issues associated with this settlement. Certain relief provided under this settlement may be subject to the payment of taxes.

CREDIT BUREAU REPORTING

Ally will request that the three nationwide consumer reporting companies—Equifax, Experian, and TransUnion—delete tradeline information related to the Ally accounts on the credit reports of Class Members whose deficiency balances are waived, as described above.

NON-ENFORCEMENT OF HASKINS SETTLEMENT RELEASE

A different class settlement is currently pending in *Ally Financial Inc. v. Haskins*, Case No. 16JE-AC01713-01, Jefferson County Circuit Court (the "*Haskins* Settlement"). You may also have received a notice about the *Haskins* Settlement. As part of the settlement relief in this lawsuit, Ally will not enforce the release in the *Haskins* Settlement against Class Members. As a result, any Class Member who participates in the *Haskins* Settlement may still participate fully in, and receive the benefits and obligations of, the settlement in this lawsuit (including the releases), but will not be subject to the *Haskins* Settlement release.

9. What can I get from the settlement?

Every Class Member will automatically get the applicable benefits that come from the settlement. The amount of the cash payments to Class Members will vary, depending on whether you made payments toward the deficiency balance on your account after your vehicle was repossessed and sold. You do not need to make a claim to get these benefits.

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 **November 22, 2021**, to decide whether to approve the settlement. Even if the Court 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 or stay in the Class?

Unless you exclude yourself by following the procedure below, you are a Class Member and will be included in the Class, 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, apart from your participation in the *Haskins* Settlement discussed in question 8 of this Notice. For example, you won't be able to make any independent claim against Ally arising from the written notices Ally sent to you concerning the property covered by your Covered Contract or any other claims 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.allymassclass.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 Class.

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying you want to be excluded from *White v. Ally Financial Inc.*, Case No. 3:18-CV-30143-MGM. Include your name, address, telephone number, account number, last four digits of your Social Security Number, and the same information for 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 and proof of appointment 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 **September 27, 2021**, to:

First Class, Inc./ J14648- White
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.

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, apart from your participation in the *Haskins* Settlement discussed in question 8 of this Notice. If you have a pending lawsuit against Ally, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue with that lawsuit. Remember, the exclusion deadline is **September 27, 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 Nicholas F. Ortiz, Raven Moeslinger, and the Law Office of Nicholas F. Ortiz as well as Elizabeth A. Ryan, John J. Roddy, and the law firm of Bailey & Glasser LLP 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. 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 will ask the Court to approve payment up to \$2.5 million, which represents approximately 16% of the settlement benefits, to them for attorneys' fees and expenses, and payment of \$7,500 to the Class Representative for her services to the Class Members. The fees and expenses would pay Class Counsel for investigating the facts, litigating the case, and negotiating 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 the class settlement in *White v. Ally Financial Inc.*, Case No. 3:18-CV-30143-MGM. Your letter must include your name, address, telephone number, email address (if available), account number, last four digits of your Social Security Number, a specific statement of your objections, the reasons and facts you contend support your objections, and a statement whether your objection applies only to you, to a specific subset of Class Members, or to all Class Members. 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 as well as the expert's name, address, telephone number, and email address (if available). 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.

You must 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 **September 27, 2021**:

COURT	CLASS COUNSEL	ALLY'S COUNSEL
Clerk of Court United States District Court District of Massachusetts 300 State Street Springfield, MA 01105	Elizabeth A. Ryan Bailey & Glasser LLP 176 Federal St., 5th Floor Boston, MA 02110	Nellie E. Hestin McGuireWoods LLP 260 Forbes Ave., Suite 1800 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, 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 has objected or provided legal assistance with respect to an objection, or where the objecting Class Member's counsel has appeared as an objector's attorney or provided legal assistance with respect to an 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 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 **2:00 p.m. on November 22, 2021** in the Hampden Courtroom at the United States District Court for the District of Massachusetts, 300 State Street, Springfield, Massachusetts 01105. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court 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. The date of the hearing may be changed without further notice to the Class, so you should check the settlement website for any changes to the hearing date. 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 the Court 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 *White v. Ally Financial Inc.*, Case No. 3:18-CV-30143-MGM." 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 **September 27, 2021**, and be sent to the Court 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.

QUESTIONS? CALL 1-888-210-5790 TOLL FREE, OR VISIT WWW.ALLYMASSCLASS.COM

You cannot speak at the Final 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 Settlement Administrator at First Class, Inc./ J14648- White, 5410 W. Roosevelt Rd., Ste 222, Chicago, IL 60644-1490, or by visiting www.allymassclass.com.

24. How do I get more information?

You can call 1-888-210-5790 toll free; write to Settlement Administrator at First Class, Inc./ J14648- White, 5410 W. Roosevelt Rd., Ste 222, Chicago, IL 60644-1490; or visit the website www.allymassclass.com, where you will find information about this lawsuit and to help you determine whether you are a Class Member.

DATE: August 13, 2021