

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

ROBERT A. SCHREIBER, individually and on behalf of all others similarly situated,)	
)	
Plaintiff(s),)	
)	
v.)	Civil Action No. 1:14-cv-22069
)	
ALLY FINANCIAL INC., <i>et al.</i> ,)	
)	
Defendant.)	

**THIS IS A NOTICE OF A PROPOSED CLASS ACTION SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.**

This is an important notice from the United States District Court for the Southern District of Florida (the “Court”) regarding a proposed class action settlement and upcoming hearing in the above-referenced class action lawsuit that may affect your rights. This notice is being sent to you because **you have been identified as a Settlement Class Member in this lawsuit and therefore may be entitled to money under the proposed Settlement. IN ORDER TO RECEIVE COMPENSATION FROM THIS SETTLEMENT IF YOU ARE ELIGIBLE, YOU MUST SUBMIT A CLAIM FORM OR COMPLETE AN ONLINE CLAIM FORM NO LATER THAN THURSDAY, FEBRUARY 28, 2019, as defined in Paragraph 2(n) of the Settlement Agreement.**

I. BACKGROUND AND SUMMARY OF LITIGATION

This class action lawsuit alleges that Defendant Ally Financial Inc. (“Ally”) violated the legal rights of consumers by charging or permitting dealerships to charge impermissible documentary or dealer fees in connection with lease-end vehicle purchases pursuant to purchase option provisions in consumers’ leases. Ally denies that it has acted unlawfully, but has agreed to enter into this Settlement to resolve these allegations.

The Court has preliminarily approved the Settlement and has certified the following class for settlement purposes:

All persons nationwide who leased a motor vehicle pursuant to a SmartLease Agreement that was assigned to Ally Financial Inc. (or a predecessor in interest or affiliated company, including General Motors Acceptance Corporation, GMAC LLC, GMAC Inc., GMAC Automotive Bank, Ally Bank, Ally Bank Lease Trust or Ally Financial Lease Trust), and who subsequently purchased the leased vehicle between June 4, 2009

and June 18, 2018 pursuant to the purchase option provision in the SmartLease Agreement and were required to pay a documentary, dealer, or similar fee not disclosed in the SmartLease Agreement when purchasing the vehicle (the “Settlement Class”).

II. SUMMARY OF THE PROPOSED SETTLEMENT

The Court preliminarily certified the Settlement Class and preliminarily approved the settlement on June 18, 2018. The Settlement Agreement provides for the following relief:

Ally has agreed to pay each Settlement Class Member who timely returns a completed Claim Form and all necessary documentation (“Claimant”) a Settlement Payment up to **one hundred percent (100%)** of the documentary, dealer, or similar fee that was charged in connection with the lease-end purchase pursuant to the purchase option provision in his/her SmartLease Agreement during the time period from June 4, 2009 through June 18, 2018. Settlement Payments are expected to be mailed within 180 days after the effective date of the settlement.

A Claim Form is enclosed with this Notice of Class Action Settlement, and additional copies may be obtained on the Settlement Website at www.dealerfeesettlement.com. Alternatively, an online version of the claim form may be completed on the Settlement Website. In order to receive compensation from this Settlement, if you are eligible, YOU MUST SUBMIT A CLAIM FORM OR COMPLETE AN ONLINE CLAIM FORM NO LATER THAN THURSDAY, FEBRUARY 28, 2019, as defined in Paragraph 2(n) of the Settlement Agreement.

Claimants will have 180 days from the date settlement checks are issued to cash their settlement check (the “Payment Period”). Any funds from checks that remain uncashed following the Payment Period will be paid to an entity approved by the Court.

During the Class Period, total estimated amount of documentary or dealer fees charged to Settlement Class Members, based on an analysis of a statistically significant sample of accounts with documentation containing information establishing that such fees were charged, was approximately \$19,717,222 (the “Settlement Value”). This is the value of the Settlement if all Settlement Class Members submit timely Claim Forms. Pursuant to this Settlement, Ally will make the full amount of the Settlement Value available to Settlement Class Members, inclusive of any attorneys’ fees and costs. Subject to the Court’s approval, Ally has agreed to pay Class Counsel’s attorneys’ fees in an amount up to \$2,950,000. The Settlement Value is exclusive of and an addition to all fees and costs paid to the Claims Administrator.

III. INSTRUCTIONS FOR FILLING OUT A CLAIM FORM

If you purchased your leased vehicle pursuant to the purchase option provision in your SmartLease Agreement, and were charged a documentary, dealer, or other similar fee between June 4, 2009 and June 18, 2018, you may be entitled to payment.

If you are entitled and wish to make a claim for settlement relief, you ***must*** complete the Enclosed Class Action Claim Form (“Claim Form”) and submit it to the Claims Administrator or

complete the online version of the Claim Form. The deadline to submit a completed Claim Form is Thursday, February 28, 2019, as defined in Paragraph 2(n) of the Settlement Agreement. You may submit your completed Claim Form in one of the following ways:

- i. Mail it to: Schreiber v. Ally Financial, Inc., c/o Claims Administrator, P.O. Box 7528, Philadelphia, PA 19101-7528, with a postmark no later than Thursday, February 28, 2019, as defined in Paragraph 2(n) of the Settlement Agreement or, if a private mail carrier is used, a label reflecting that the mail date is no later than the Claim Deadline.
- ii. Upload it to the Settlement Website at: www.dealerfeesettlement.com.
- iii. Complete the online version of the claim form at www.dealerfeesettlement.com.

If you fail to submit your completed Claim Form by the Claim Deadline, you will not be able to obtain a settlement credit or payment.

In addition to completely filling out all requested information and signing the Claim Form, in order to receive a payment of Settlement Relief, you must either:

- i. Provide documentation, such as a retail installment sales contract, buyer's order, or other itemized invoice or documentation, confirming that a documentary, dealer or similar fee was charged, and the amount of the fee; or
- ii. Indicate that you believe you were charged a documentary, dealer, or similar fee, and request that the Claims Administrator conduct a reasonable search of records provided by Class Counsel and/or Ally for a Fee Document (as defined in the Settlement Agreement and Release).

PLEASE NOTE that Ally and Class Counsel do not have fee documentation for all class members, and therefore, the Claims Administrator may not be able to locate this documentation for you through a reasonable search of the records. If no documentation is submitted with your claim form, and if the Claims Administrator cannot locate documentation for you, you will not receive a settlement payment.

Once you return your completed Claim Form, your claim will be reviewed by the Claims Administrator. Subject to the audit of claims, if your Claim Form is properly completed, affirmed, and where appropriately verified, and the Claims Administrator determines that your claim is valid, you will receive your settlement relief, subject to final approval by the Court.

Ally may separately audit or review Claim Forms submitted by Claimants. Any such audit may include a computerized search for any bankruptcy filings in United States District Bankruptcy Court pertaining to the Claimant(s) filed after the Claimant(s) purchased the leased vehicle.

If you have any questions or would like further information about the terms of the settlement, your eligibility for Settlement Relief under the Settlement Agreement, or how to make a claim for settlement relief, you may visit www.dealerfeesettlement.com, call us toll-free at 1-844-702-2784, or write to: Schreiber v. Ally Financial, Inc., c/o Claims Administrator, P.O. Box 7528, Philadelphia, PA 19101-7528.

IV. Release of Claims

In exchange for the monetary and injunctive relief provided by the settlement, all Settlement Class Members who do not timely exclude themselves by opting out of the settlement will release Ally, including each and all of its respective past, present, and future parents, subsidiaries, affiliated companies and corporations, and each and all of its respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each and all of their respective executors, successors, assigns, and legal representatives (collectively, the “Released Parties”), from all claims asserted against Ally in the action, *Schreiber v. Ally Financial, Inc.*, Civ. Act. No. 1:14-cv-22069 (S.D. Fla.) (the “Action”), and any related claims which could be asserted against Ally in connection with documentary or dealer fees charged in connection with a lease end purchase of a leased vehicle pursuant to the purchase option provision of leases assigned to or serviced by Ally (or its affiliates) during the Class Period, based upon the allegations set forth in the complaint filed in the Action (including, without limitation, claims for breach of contract and violation of the Consumer Leasing Act) (“Released Claims”).

The Settlement Agreement describes the Class Release as follows:

Subject to the approval of the Court and in consideration of the benefits inuring to the Plaintiff and the Settlement Class Members hereto, upon entry of the Final Approval Order, the Plaintiff and each Settlement Class Member and his or her assigns, heirs, successors and personal representatives shall hereby release, resolve, relinquish, and discharge each and all of the Released Parties from each of the Released Claims that exist in their favor through the date of this Settlement Agreement. The Plaintiff and Settlement Class Members further agree that they will not institute any action or cause of action (in law, in equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have in state or federal court, or with any state, federal or local government agency or with any administrative or advisory body, asserting the Released Claims.

The Class Release does not apply to any dealership that allegedly improperly charged a documentary, dealer or other improper fee in connection with a lease-end purchase. Instead, each Settlement Class Member that receives a Settlement Payment assigns to Ally any and all claims the Settlement Class Member has or may have against the dealership that charged the allegedly impermissible documentary or dealer fee arising from or related to that fee. Ally reserves the right to pursue those claims and/or seek indemnification from such dealerships. In the event Ally pursues a Settlement Class Member’s claims against a dealership, Ally further agrees to indemnify Settlement Class Members from any claims, counterclaims, or third party claims asserted by the dealership against a Settlement Class Member in that action to the extent the dealership’s claims, counterclaims or third party claims arise from or relate to the allegedly impermissible documentary or dealer fee.

If the proposed settlement is approved by the Court, a judgment will be entered by the Court following the Final Approval Hearing, which will dismiss with prejudice the Released Claims as

set forth above. This release will not apply to any Settlement Class Members who timely opt out of the Class.

V. Your Legal Rights and Options

In order to receive monetary relief from this Settlement, YOU MUST RETURN A COMPLETED COPY OF THE ATTACHED CLAIM FORM TO THE CLAIMS ADMINISTRATOR OR COMPLETE AN ONLINE VERSION OF THE CLAIM FORM NO LATER THAN THURSDAY, FEBRUARY 28, 2019, AS DEFINED IN PARAGRAPH 2(N) OF THE SETTLEMENT AGREEMENT.

If you do not wish to participate in this Settlement, and want to be excluded from the Settlement Class, you must send a letter to the Claims Administrator at the address above, postmarked no later than AUGUST 31, 2018, requesting exclusion from the settlement (“opt-out”). Your written request for exclusion must contain your name, address, telephone number and email address, and be personally signed by you. No opt out request may be made on behalf of a group of Settlement Class Members. Any Settlement Class Member who requests exclusion from (opts out of) the Settlement will not be bound by the Settlement Agreement, and will not have any right to object, appeal or comment thereon. If you exclude yourself, you will not receive any compensation under the Settlement, but you will keep your right to sue Ally on your own and at your expense.

If you wish to object to the Settlement, you must file a written objection with the Clerk of Court, and mail your objection (with the requisite postmark) to Class Counsel and Defense Counsel no later than AUGUST 31, 2018. The address for Class Counsel is provided below in Section VII. The address for Defense Counsel is:

Christopher J. Willis
BALLARD SPAHR, LLP
999 Peachtree St., NE, Suite 1000
Atlanta, Georgia 30309

The Notice of Objection must include (a) the case name and number; (b) your name, address, telephone number, and email address (c) the basis for the objection; (d) a statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel; and (e) be personally signed by you. Settlement Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement. If you object to the Settlement, you will remain a Settlement Class Member, and will be bound by the terms of the Settlement and the release specified above, if the Court grants final approval to the Settlement.

VI. The Final Approval Hearing

On October 11, 2018, at 10:00am, before the Honorable Darrin P. Gayles, in the United States Courthouse, 400 North Miami Avenue, Miami, Florida 33128, the Court will hold a Final Approval Hearing to determine whether to grant final approval to the Settlement and determine

the appropriate amount of attorneys' fees and costs to award to counsel for the Settlement Class and any service award to the Named Plaintiff. You may attend this hearing but are not required to do so. You may also enter an appearance in the case through your own attorney, at your own expense, if you so desire.

You may review a copy of the Settlement Agreement and other documents that are relevant to this case, including Class Counsel's application for attorneys' fees and costs (when it is filed), at the Settlement Website, www.dealerfeesettlement.com. You may also review a copy of the Settlement Agreement at the Clerk's Office at the U.S. District Court for the Southern District of Florida, 400 North Miami Avenue, Miami, Florida 33128.

VII. How to Obtain Additional Information

This Notice of Class Action Settlement provides a summary of the proposed Settlement Agreement. If you have any questions concerning this Settlement, you should visit the Settlement Website, www.dealerfeesettlement.com. If you have further questions after visiting the Settlement Website, or need any assistance in completing the Claim Form, you may call the Claims Administrator at 1-844-702-2784, or mail or email your inquiry to the Claims Administrator at the address below:

Schreiber v. Ally Financial, Inc.
c/o Claims Administrator
P.O. Box 7528
Philadelphia, PA 19101-7528
Email: info@DealerFeeSettlement.com

You may also contact Class Counsel directly, as follows:

Matthew P. Weinshall
PODHURST ORSECK, P.A.
SunTrust International Center
One S.E. 3rd Ave, Suite 2700
Miami, Florida 33131
Phone: (305) 358-2800
Fax: (305) 358-2382

Dan Alberstone
BARON & BUDD P.C.
15910 Ventura Boulevard, Suite 1600
Encino, California 91436
Telephone: (818)839-2333
Facsimile: (818)986-9698

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS

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Instructions for Class Action Claim Form

I. HOW TO MAKE A CLAIM FOR SETTLEMENT RELIEF

a. Eligibility for Relief

If you purchased your leased vehicle pursuant to the purchase option provision in your SmartLease Agreement, and were charged a documentary, dealer, or similar fee between June 4, 2009 and June 18, 2018, you may be entitled to payment in the amount of the fee that was charged (“Settlement Relief”).

b. How to Make a Claim for Settlement Relief

If you are entitled and wish to make a claim for Settlement Relief, you **must** complete the Enclosed Class Action Claim Form (“Claim Form”) and submit it to Claims Administrator or complete an online version of the Claim Form. The deadline to submit a completed Claim Form is Thursday, February 28, 2019, as defined in Paragraph 2(n) of the Settlement Agreement. You may submit your completed Claim Form in one of the following ways:

- iv. Mail it to: Schreiber v. Ally Financial, Inc., c/o Claims Administrator, P.O. Box 7528, Philadelphia, PA 19101-7528, with a postmark no later than Thursday, February 28, 2019, as defined in Paragraph 2(n) of the Settlement Agreement or, if a private mail carrier is used, a label reflecting that the mail date is no later than the Claim Deadline.
- v. Upload it to the Settlement Website at: www.dealerfeesettlement.com
- vi. Complete the online version of the Claim Form at: www.dealerfeesettlement.com

If you fail to submit your Claim Form as required by these Instructions, you will not be able to obtain a Settlement Payment.

c. Affirmations and Verification of Your Claim

Your Claim Form must be completely filled out and signed in order to receive payment in the amount of Settlement Relief. In addition, to receive a payment of Settlement Relief, you must either:

- i. Provide documentation, such as a retail installment sales contract, buyer’s order, or other itemized invoice or documentation, confirming that a documentary, dealer or similar fee was charged, and the amount of the fee (if the documentation is dated more than thirty days after the day of the transaction, you must also provide an explanation for the date of the documentation); or
- ii. Indicate that you believe you were charged a documentary, dealer or similar fee, and request that the Claims Administrator conduct a reasonable search of records provided by Class Counsel and/or Ally for a Fee Document (as defined in the Settlement Agreement and Release).

PLEASE NOTE that Ally and Class Counsel do not have fee documentation for all class members, and therefore, the Claims Administrator may not be able to locate this documentation for you. If no documentation is submitted with your Claim Form, and if the Claims Administrator cannot locate documentation for you through a reasonable search of available records, you will not receive a Settlement Payment.

d. **Review of Your Claim**

Once you return your completed Claim Form, your claim will be reviewed by the Claims Administrator. Subject to the audit of claims, if your Claim Form is properly completed and the Claims Administrator determines that your claim is valid, you will receive a Settlement Payment, as set forth in the Settlement Agreement and Release, subject to final approval by the Court. Settlement Payments are expected to be mailed within 180 days after the effective date of the settlement.

e. **Audit of Claim Forms**

Ally may separately audit or review Claim Forms submitted by Claimants. Any such audit may include a computerized search for any bankruptcy filings in United States District Bankruptcy Court pertaining to the Claimant(s) filed after the Claimant(s) purchased the leased vehicle.

II. IF YOU NEED FURTHER INFORMATION

If you have any questions or would like further information about the terms of the settlement, your eligibility for Settlement Relief under the Settlement Agreement, or how to make a claim for Settlement Relief, you may visit www.dealerfeesettlement.com, call us toll-free at 1-844-702-2784, or write to: Schreiber v. Ally Financial, Inc., c/o Claims Administrator, P.O. Box 7528, Philadelphia, PA 19101-7528.



Class Member ID: 3097900000000

- 1) During the period from June 4, 2009 through June 18, 2018, I leased a motor vehicle pursuant to a SmartLease Agreement that was assigned to Ally Financial, Inc., and I exercised my right to purchase the leased vehicle under the purchase option provision in the lease;
- 2) I believe I was charged a documentary, dealer or similar fee in connection with my purchase of the leased vehicle, and that fee has not been refunded; and
- 3) **Check ONE:**
 - a. _____ I am enclosing documentation showing that I was charged a fee;

OR

 - b. _____ I believe I was charged a fee, and I request that the Claims Administrator make a reasonable search of available records to locate documentation of the fee.
- 4) Since my purchase of the vehicle, my claim against Ally Financial Inc. has not been compromised or discharged in bankruptcy.

The information provided by me on this Claim Form is true and correct.

Date: _____, 2018.

(Signature of Claimant)

Last Four Digits of Social Security No.

(Signature of Co-Claimant)

Last Four Digits of Social Security No.