

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

MINNIE PEARL (POE) LANDRUM,)
individually, and on behalf of a class of all others)
similarly situated,)

Plaintiff,)

v.)

MEADOWS CREDIT UNION,)

Defendant.)

No. 08-441-CV-W-DW

ORDER

Before the Court is Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Conditionally Certifying Settlement Class, Directing Distribution of Class Notice, Appointing Class Counsel and Setting Hearing for Final Approval of Class Action Settlement (Doc. 192). Plaintiff's motion is GRANTED.

On April 23, 2008, Plaintiff Minnie Pearl (Poe) Landrum filed this action in the Circuit Court of Jackson County, Missouri. Plaintiff brought claims against Defendant for conversion and for violations of the Missouri Commercial Code and the Missouri Merchandising Practices Act. Defendant removed to this Court in July of 2008. Plaintiff then moved for class action certification pursuant to Federal Rule of Civil Procedure 23(b)(3). The Court granted Plaintiff's motion in part, and ordered that Plaintiff's claims under the Missouri Commercial Code and Missouri Merchandising Practices Act were certified to proceed as a class action with respect to the following class:

All persons who:

- a) obtained a motor vehicle loan or financing from Defendant in conjunction with the Portfolio Management Program administered by Centrix Financial, LLC;

- b) obtained a Missouri Certificate of Title for that motor vehicle identifying Defendant as a lienholder; and
- c) had said motor vehicle repossessed.

Notice was provided to the class members regarding their ability to opt out of the class. Nine members elected to opt out of the class.

Both parties filed motions for summary judgment. Before the motions were resolved and at the parties request, this case was referred to the Honorable Sarah Hays for the purpose of conducting a settlement conference. The settlement conference was conducted and the parties reported that the case was settled on July 20, 2011. The parties entered into a settlement agreement ("Agreement"), which memorializes the parties negotiated and agreed-upon settlement of this action subject to the Court's approval. Plaintiff then filed the instant motion for preliminary approval of the Agreement.

Upon careful consideration of the Agreement and Plaintiff's motion for preliminary approval of the Agreement,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The terms of the Agreement, and the Settlement as provided therein, are approved preliminarily as fair, reasonable and adequate to the Settlement Class as defined in the Agreement, subject to further consideration at the Fairness Hearing described in Paragraph 13 of this Order.
2. The definitions set forth in the Agreement are hereby incorporated by reference into this Order (with capitalized terms as set forth in the Agreement).
3. Plaintiff Minnie Pearl Landrum and Meadows Credit Union have executed the Agreement in order to settle and resolve the Litigation as between them and the Settlement Class, subject to approval of the Court.

4. Accordingly, for the purpose of a settlement in accordance with the Agreement, this Court hereby preliminarily certifies the following class of persons as a settlement class (the “Settlement Class”):

Those persons who:

1. obtained a motor vehicle loan or financing from Meadows Credit Union in conjunction with a “Portfolio Management Program” administered by Centrix Financial, LLC; and
2. who obtained a Missouri Certificate of Title for that motor vehicle identifying Meadows Credit Union as the lienholder; and
3. had said motor vehicle repossessed.

Pursuant to the Agreement, and for purposes of the Settlement only, the Court finds preliminarily as to the Settlement Class that:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the Settlement Class that predominate over questions affecting only individual members of the Settlement Class;
- c. The claims of Plaintiff Minnie Pearl Landrum are typical of those of the members of the Settlement Class;
- d. Plaintiff Minnie Pearl Landrum and Plaintiff’s Counsel will fairly and adequately represent and protect the interests of the members of the Settlement Class; and
- e. Certification of the Settlement Class is a superior and appropriate method for the fair and efficient adjudication of the controversies between the Settlement Class and Meadows Credit Union.

5. For the purpose of this preliminary approval, and for all matters relating to the Settlement and the Litigation, until further order of the Court, the Court appoints Plaintiff Minnie Pearl Landrum as Representative of the Settlement Class and R. Frederick Walters, Kip D. Richards, J. Michael Vaughan, and Garrett M. Hodes of the law firm Walters Bender Strohhahn & Vaughan, P.C., as Counsel for the Settlement Class (“Class Counsel”).

6. By this Order, the Court hereby exercises subject matter and personal jurisdiction over the Settlement Class for purposes of evaluating the final certification of the Settlement Class and the fairness and adequacy of the Settlement.

7. The Class Mail Notice, as set forth in Exhibit A to the Agreement, is hereby approved.

8. The Class Mail Notice in a form substantially the same as that set forth in Exhibit A to the Agreement shall be mailed by Class Counsel by first-class mail, postage prepaid, to all members of the Settlement Class (as identified on Exhibit E of the Agreement). Such mailing shall be made within five (5) days of this Preliminary Approval Order.

9. The Agreement contemplates a notice methodology that protects the interests of the Parties and the Settlement Class, is the best notice practicable under the circumstances and is reasonably calculated to apprise the Settlement Class Members of the pendency of the Litigation and proposed Settlement, the Agreement, and the right to opt out and exclude themselves from or object to the proposed Settlement. In addition, the Court finds that the notice methodology is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice of the proposed Settlement and meets all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Due Process Clause of the Fourteenth Amendment of the United States Constitution.

10. Prior to the Fairness Hearing, Class Counsel shall serve and file a sworn statement of a person with knowledge, evidencing compliance with the provisions of this Order concerning

the mailing of the Class Mail Notice.

11. Any member of the Settlement Class desiring exclusion from the Settlement Class shall mail a request for exclusion (“Request for Exclusion”) to the Parties’ respective counsel. To be valid, the Request for Exclusion must be **received** on or before **January 13, 2012**. Such Request for Exclusion shall include: (a) the name, address, telephone number and the last four digits of the class member’s Social Security number; (b) a statement that the Class member and all other borrowers named on the Class member’s promissory note are seeking exclusion; (c) the signature of each person who was a party to the promissory note made in connection with the Class member’s loan (unless any such person shall be deceased, in which case the opt out submission shall include a copy of such person’s death certificate); and (d) a reference to Landrum v. Meadows Credit Union, Case No. 08-541-CV-W-DW. Any member of the Settlement Class who does not properly and timely request exclusion from the Settlement Class shall be included in the Settlement Class and be bound by any judgment entered in this Action with respect to the Class.

12. By **February 3, 2012**, Class Counsel shall file with the Court a sworn statement listing those persons who submitted timely Requests for Exclusion. The originals of all Requests for Exclusion shall be retained by the Parties.

13. A hearing (the “Fairness Hearing”) shall be held before the undersigned at **10:00 a.m. on Thursday, March 8, 2012**, at the United States District Court for the Western District of Missouri, Courtroom 8B. At the Fairness Hearing, the Court will consider: (a) the fairness, reasonableness, and adequacy of the Settlement; (b) the entry of any final order or judgment in the Litigation with respect to the Settlement Class; (c) the application for an incentive award for the services rendered by Plaintiff Minnie Pearl Landrum; (d) the application for attorney’s fees and for reimbursement of expenses by Class Counsel; and (e) other related matters. The Fairness Hearing may be postponed, adjourned or continued by Order of the Court without further notice

to the Settlement Class.

14. To be considered at the Fairness Hearing, any person desiring to file an objection or other comment on the Settlement shall be required to file all such objections and comments and all supporting pleadings on or before **January 13, 2012**, with service upon Class Counsel and Defendant's Counsel. In his/her objection, an objecting Settlement Class Member must (a) set forth his/her full name, current address, and telephone number; (b) state that the class member objects to the Settlement in whole or in part; (c) set forth a specific statement of the legal and factual basis for the Objection; (d) provide copies of any and all documents that the objector wishes the Court to consider in connection with the Objection; (e) provide the names of any witnesses, and, provide a written expert report from all proposed experts who may be offered at the Fairness Hearing; (f) provide copies of any other loan documents on which the objector relies as a basis for the objection; (g) if the objector is represented by counsel, provide a detailed description of the legal authorities supporting each objection; and (h) reference Landrum v. Meadows Credit Union, Case No. 08-441-CV-W-DW. No Objection to or other comment concerning the Settlement shall be heard unless timely filed in accordance with the guidelines specified above. Class Counsel and Defendant's Counsel shall promptly furnish each other with copies of any and all objections or written requests for exclusion that come into their possession.

15. Any Settlement Class Member who does not make his or her objection in the manner provided in this Order shall be deemed to have waived any such objection and shall forever be foreclosed from making any objection to Settlement, including but not limited to, the propriety of class certification, the adequacy of any notice, or the fairness, adequacy or reasonableness of the Settlement.

16. Submissions of the Parties relative to the Settlement, including memoranda in support of the Settlement, applications for attorney's fees and reimbursement of expenses by Class Counsel, and any applications for the payment of services rendered by Plaintiff Minnie

Pearl Landrum shall be filed with the Clerk of the Court on or before **January 13, 2012**. Any attorney hired by an Settlement Class Member at the Settlement Class Member's expense for the purpose of objecting to the Settlement, or to any application for an incentive award or for an award of attorney's fees or expenses, shall file with the Clerk of Court and serve upon Class Counsel and Defendant's Counsel a written notice of appearance no later than **January 13, 2012**.

17. Any Settlement Class Member may appear at the Fairness Hearing in person, or by counsel if an appearance is filed and served as provided in the Notice, and such person will be heard to the extent allowed by the Court. No person shall be permitted to be heard unless, on or before **January 13, 2012**, such person has (a) filed with the Clerk of the Court a notice of such person's intention to appear and (b) served copies of such notice upon Class Counsel and Defendant's Counsel.

18. Any Settlement Class Member may intervene in the Litigation in person, or by counsel if a motion to intervene is filed and served as provided in the Notice. No person shall be permitted to intervene unless, on or before **January 13, 2012**, such person has (a) filed with the Clerk of the Court a valid motion to intervene and (b) served copies of such notice upon Class Counsel and Defendant's Counsel.

19. All other events contemplated under the Agreement to occur after entry of this Order and before the Fairness Hearing shall be governed by the Agreement and the Class Mail Notice, to the extent not inconsistent herewith. Class Counsel and Defendant's Counsel shall take such further actions as are required by the Agreement.

20. The Parties shall be authorized to make non-material changes to the Class Mail Notice so long as Class Counsel and Defendant's Counsel agree and one of the Parties files a notice thereof with the Court prior to the Fairness Hearing.

21. All claims against and motions involving Defendant Meadows Credit Union in the Litigation, other than such as may be necessary to carry out the terms and conditions of the

Agreement or the responsibilities related or incidental thereto, are stayed and suspended until further order of this Court.

22. The “Released Claims” of the “Releasers” as against the “Released Persons,” all as defined in the Agreement, other than such as may be necessary to carry out the terms and conditions of the Agreement or the responsibilities related or incidental thereto, are stayed and suspended until further order of this Court.

23. If Final Approval of the Settlement does not occur, or if the Settlement is rescinded or terminated for any reason, the Settlement and all proceedings had in connection therewith shall be null and void and without prejudice to the rights of the Parties before the Settlement was executed and made, and all Orders issued pursuant to the Settlement shall be vacated.

24. Except as stated in paragraph 25 below, entering into or carrying out the Agreement, and any negotiations or proceedings related to it, shall not in any way be construed as, or deemed evidence of, an admission or concession as to the denials, defenses, or factual or legal positions of Defendant Meadows Credit Union, and shall not be offered or received in evidence in any action or proceeding against any party in any court, administrative agency or other tribunal for any purpose whatsoever, except as is necessary in a proceeding to enforce the terms of this Order and the Agreement, or to prove or show that a compromise in settlement of the Released Claims per the Agreement, in fact, was reached; provided, however, that this Order and the Agreement may be filed in any action filed against or by Meadows Credit Union or any Released Person to support a defense of res judicata, collateral estoppel, release, waiver, good faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim. Defendant expressly reserves all rights and defenses to any claims and does not waive any such rights or defenses in the event that the Agreement is not approved for any reason.

25. The Court finds that there was a failure to send a pre-sale notice to each of the Class Members and/or that the pre-sale notices that were sent to the Class Members failed to comply with or contain the information required by Revised Missouri Statute § 400.9-614 such that Defendant cannot collect any deficiency balances from the Class Members identified on Exhibit E to the Agreement.

SO ORDERED.

Date: November 23, 2011

/s/ Dean Whipple

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Dean Whipple
United States District Judge