

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI AT KANSAS CITY

MARVIN FIELDER, et al.,) Case No. CV96-24285-01
Plaintiffs,) Division 1
vs.)
CREDIT ACCEPTANCE CORPORATION, et al.,)
Defendants.)

SUPPLEMENTAL NOTICE OF CLASS ACTION SETTLEMENT AND SETTLEMENT HEARING

This Notice is to let you know that this class action has been settled and, as a member of one or more of the Classes, you are not being sued and you will receive money and/or other benefits from the settlement.

WHAT IS THIS LAWSUIT ABOUT?

Marvin Fielder and the other named plaintiffs purchased cars financed by Credit Acceptance Corporation ("CAC"). They filed this lawsuit claiming they were overcharged for official fees and interest on their car contracts and that the notices CAC sent them upon repossessing their cars did not comply with Missouri law. They brought this case as a class action on behalf of other Missouri residents who may have similar claims against CAC. The classes include:

Class 1: The "official fees class," defined as all persons who between October 15, 1991 and October 9, 1997:

- a) Purchased a motor vehicle in Missouri for personal, family or household purposes;
b) Received a Missouri title application in connection therewith which listed defendant CAC as the lienholder; and
c) Executed a retail installment contract for the purchase of the vehicle which was assigned by the selling dealer to CAC, and which listed an amount charged for official fees, denominated with terms such as "filing," "title," and "public officials" fees, which amount was in excess of the amount of \$10.00 in official fees actually paid.

Subclass 1(A): The NAC subclass: The same class as stated for Class 1 above, except that it is restricted to those members of Class 1 who purchased their vehicles from defendant Northeast Auto Credit, Inc.

Class 2: The "interest overcharge class," defined as all persons who, between October 15, 1991 and October 9, 1997:

- a) Purchased a motor vehicle in Missouri for personal, family or household purposes;
b) Executed a retail installment contract for the purchase of the vehicle which was assigned by the selling dealer to CAC, and which either contained no agreement to pay post-maturity interest or contained one of the following clauses:

Post-Maturity Interest: You agree to pay interest at the rate of 9.00% per year on any amount owing on this contract which is not paid at maturity, including maturity by acceleration.

or

After maturity, or after you default and we demand payment, we will earn finance charges on the unpaid balance at 9.00% per year.

and

- c) Were charged post-maturity interest by CAC in excess of that provided for in the installment contract.

Class 3: The "repossession class," defined as persons who, between October 15, 1991 and October 9, 1997:

- a) Purchased a motor vehicle in Missouri for personal, family or household purposes;
b) Executed a retail installment contract for the purchase of the vehicle which was assigned by the selling dealer to CAC; and
c) Whose vehicles were repossessed and resold by or for defendant CAC.

Subclass 3(A): The lawsuit subclass, the same class as stated for Class 3 above, except that it is limited to such persons who also were sued by CAC.

Subclass 3(B): The judgment subclass, the same class as stated for Class 3(A) above, except that it is limited to such persons who also had judgment taken against them by CAC.

Credit Acceptance Corporation's records indicate that you are a member of one or more of the above classes. After over ten years of litigation, a proposed settlement has been negotiated on behalf of the entire class. The Court has preliminarily approved the proposed settlement and has ordered that this notice be sent to you to explain your rights under it.

WHAT BENEFITS WILL THE CLASS MEMBERS GET UNDER THE SETTLEMENT?

The terms of the settlement are set forth below. **You do not have to do anything to receive these benefits.** As a class member, you will automatically receive the benefits and be bound by the settlement. But you may, if you want to, object to the settlement in writing.

1. **Monetary Payments.** CAC has agreed to pay twelve million five hundred thousand dollars (\$12,500,000) as part of the settlement. Attorneys' fees, the class representatives' incentive awards, disbursements, and costs of administration will first come out of this amount. The remaining balance will be distributed as follows:
 - (a) Class members who were overcharged for official fees or interest will get back any money they paid to CAC above the net cash price of their cars.
 - (b) Class members whose cars were repossessed by CAC will get any money they paid to CAC after their cars were repossessed.
 - (c) If the settlement fund is not sufficient to pay the full amount of (a) and (b), the payments will be distributed on a pro-rata basis among those class members. If the settlement fund is sufficient to pay more than the full amount of (a) and (b), the additional money will be distributed in shares allocated among all class members.
2. **Credits to Accounts.** CAC will write off some class members' entire account balances and reduce other class members' account balances as follows:
 - (a) Class members who were overcharged for official fees or interest, but whose payments to CAC did not exceed the net cash price of their cars, will not have to pay any interest and all of their payments will be applied towards the net cash price of their cars.
 - (b) CAC will write off the account balances for class members whose cars were repossessed by CAC.
3. **Relief from Judgments.** For class members against whom CAC has court judgments, the judgments will be shown on the court record as fully satisfied or as partially satisfied in accordance with the account adjustments referred to in paragraph 2, above.
4. **Correcting Credit Reports.** CAC will take steps to correct class members' credit reports in accordance with the account adjustments referred to in paragraph 2, above.
5. **Incentive Awards.** The six class representatives will receive \$5,000 each for their services to the class in this litigation. The Court has preliminarily approved these payments.
6. **Attorneys' Fees.** Class counsel will be paid their reasonable fees and litigation expenses. The Court has preliminarily approved class counsels' fees of six million dollars (\$6,000,000) for the efforts of two law firms over more than ten years of litigation. Class counsel will also be paid for the litigation expenses they have spent on behalf of the class. To date, they have spent more than \$25,000 of their own money on this case. You have no direct responsibility to pay any attorneys' fees or costs.
7. **Releases.** In exchange for the settlement benefits, the class members will give up their right to sue and will release CAC, its affiliates, successors, assigns, officers, directors, shareholders, employees, attorneys, or agents from any and all claims which have been or could have been made in this action.
8. **Unclaimed Funds.** Any money remaining in the settlement fund, due to the fact that class members' checks remain undelivered and/or uncashed after reasonable efforts have been made to locate such class members, will not revert to CAC, but instead will be distributed to a suitable organization or entity per order of the court upon motion of class counsel.

VALUE OF THE SETTLEMENT AND BENEFITS TO THE CLASS

Plaintiffs and class counsel believe this settlement is fair and reasonable. CAC continues to deny any liability. The settlement avoids the risk that CAC will succeed in its defenses and provides immediate and substantial relief for the class, instead of more years of litigation and appeals that could otherwise follow. Class counsel believe the benefits of settling for this substantial recovery today outweigh the possibility of a greater recovery in the future and the risk of recovering less or nothing if the plaintiffs' claims were ultimately unsuccessful.

CLASS MEMBERS' RIGHT TO BE EXCLUDED FROM THE LAWSUIT

If you do not want to receive the above benefits and be bound by the settlement, you may request to be excluded from the lawsuit. If you wish to be excluded from the lawsuit, you must, no later than August 28, 2007, file with the Court Administrator a Written Statement of Exclusion. The Statement of Exclusion should state: "I [or We] hereby request to be excluded from the Plaintiff Classes in the Fielder, et al. v. Credit Acceptance Corporation, et al., litigation, Court File No. 16CV96-2428501-01", and must be signed, dated and contain a current address of all person(s) obligated on the applicable Retail Installment Contract.

A Statement of Exclusion shall be considered filed with the Court Administrator on the date it is hand-delivered or postmarked, first class mail, postage prepaid, to:

Court Administrator
Circuit Court of Jackson County
415 East 12th Street
Kansas City, MO 64106

Persons who request exclusion from the plaintiff Classes neither will be entitled to share in the benefits of any settlement or judgment in this case, nor will they be bound by any settlement or judgment in the lawsuit. If you elect to be excluded from the Plaintiff Class, you may pursue at your own expense whatever legal rights you may have.

FAIRNESS HEARING

Judge Sandra Midkiff, Jackson County Circuit Court Judge, will hold a fairness hearing **at 11:00 A.M. on Friday, September 7, 2007**, on the Fourth Floor, Division 1, at the Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri, to consider: (1) the fairness, adequacy, and reasonableness of the proposed settlement and (2) class counsel's request for costs and attorneys fees. If the settlement is not approved, no distribution will take place and this lawsuit will return to its pre-settlement status. **You may, but do not have to, attend this hearing.**

Any class member may appear personally or through counsel of the class member's choosing and at the class member's own expense. All class members who do not enter an appearance or notice of exclusion will be represented by Plaintiffs' counsel.

Any class member who has not requested to be excluded from the class has the right to object to the settlement and to appear and be heard at the fairness hearing. If you want to object to the settlement and to be heard at the fairness hearing, you must first send a written notice, postmarked by August 28, 2007. It must include (1) your name, address and telephone number, (2) the name and case number of this lawsuit, (3) a statement that you intend to object to the settlement and the details of your objection; (4) a statement of whether you intend to appear (either in person or by your attorney) at the fairness hearing, and (5) your signature. You must mail the notice to:

Court Administrator
Circuit Court of Jackson County, Jackson County Courthouse
415 East 12th Street
Kansas City, MO 64106

You must mail copies to:

Class Administrator
PO Box 1889
Faribault, MN 55021-7144

Class Counsel
Slough Connealy Irwin & Madden LLC
1627 Main Street, Suite 900
Kansas City, MO 64108

Defendant's counsel
Baker Sterchi Cowden & Rice LLC
2400 Pershing Road, Suite 500
Kansas City, MO 64108

HOW CAN I LEARN MORE?

For more information, you may call Rust Consulting, the Class Administrator, at: 1-800-804-7167. You may also find online answers to Frequently Asked Questions, and updates of certain information for class members about the case, at www.fieldersettlement.com.

You can also review the pleadings, the settlement agreement, attorney fees petition and other papers at the office of the Clerk of Court, Circuit Court of Jackson County, 415 East 12th Street, Kansas City, Missouri.

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE COURT CLERK OR JUDGE.

By the Court this 24th day of July, 2007

/s/ Teresa L. York
Court Administrator
Circuit Court of Jackson County, Kansas City, Missouri