

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

**ADDIE T. COLEMAN, WILLIAM
H. HARRISON, JAMES L. DIXON,
CAROLYN DIXON, FRANCISCO R.
RAMIREZ, STEPHANIE
GATES, and XAVIER YOUNG,
on behalf of themselves and all others
similarly situated,**

Plaintiffs,

v.

**GENERAL MOTORS ACCEPTANCE
CORPORATION,**

Defendant.

**Case No. 3:98-0211
Judge Trauger**

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

The Settlement Agreement dated February 9, 2004 (the "Settlement Agreement") between the Class Representatives and Defendant General Motors Acceptance Corporation ("GMAC") provides for the Settlement of this lawsuit on behalf of the Class Representatives and the Class Members, subject to approval by this Court of its terms and to the entry of this Final Judgment.

Pursuant to an Order dated February 18, 2004, ("Preliminary Approval Order"), the Court scheduled a hearing (the "Fairness Hearing") to consider the approval of the Settlement Agreement and the Settlement reflected in it, and directed that Notice of the proposed Settlement and the Fairness Hearing be published in certain publications.

This document was entered on
the docket in compliance with
Rule 58 and / or Rule 79 (a).

FRCP, on 3-29-04 By [Signature]

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GMAC denies any wrongdoing, fault, violation of law, or liability for damages of any sort. GMAC objected, and continues to object, to the certification of any class and has agreed to the certification of this class for settlement purposes only.

In accordance with the Settlement Agreement and the Preliminary Approval Order, Notice was published two times in the newspapers affiliated with the National Newspapers Publishers Association and the National Association of Hispanic Publications. Affidavits and/or declarations of publication of the Notice have been filed with the Court, demonstrating compliance with this Court's orders regarding Notice.

The Parties have applied to the Court for approval of the terms of the Settlement Agreement and for entry of this Final Judgment. Pursuant to the Notice, a Fairness Hearing was held before this Court on March 29, 2004, to consider, among other things, whether the Settlement should be approved by this Court as fair, reasonable and adequate, and whether Class Counsel's request for approval of attorneys' fees and expenses is reasonable and should be approved by this Court.

NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used in this Order will have the same meanings as set forth in the Settlement Agreement, unless otherwise defined in this Order.
2. The Settlement Agreement is the product of good faith arms' length negotiations by the Parties, each of whom was represented by experienced counsel.
3. This Court's Order of January 14, 2004 is modified to define the following settlement class in the Litigation as follows:

All Black and Hispanic consumers whose Standard Rate Contracts were consummated on or after May 10, 1989, and have been or will be assigned to, or collected by, GMAC (a Delaware corporation); GMAC (a New York corporation); General Motors Acceptance Corporation, North America; General Motors Corporation; and any successors in interest of the foregoing, before the Effective Date.

4. The notification provided for and given to the Class Members was in compliance with the Preliminary Approval Order dated February 18, 2004, and said notification was in full compliance with the notice requirements of due process and Rule 23(e)(1)(B) of the Federal Rules of Civil Procedure.

5. This Court approves the Settlement and all terms set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, reasonable, adequate and in the best interest of the Class Members, and the Parties to the Agreement are directed to consummate and perform its terms.

6. All claims asserted in the Seventh Amended Complaint concerning Special Rate Programs have been withdrawn from the Eighth Amended Complaint and are therefore voluntarily dismissed pursuant to Fed.R.Civ.P. 41(a).

7. The Parties dispute the validity of the remaining claims in this Litigation, and their dispute underscores not only the uncertainty of the outcome but also why the Court finds the Settlement Agreement to be fair, reasonable, adequate and in the best interests of the Class Members. The factual and legal disputes between the Parties include: (i) GMAC's contention that it does not control dealerships because, among other things, most sell a majority of their Contracts to banks and finance companies other than

GMAC; (ii) the applicability of the Multiple Creditor Rule under the ECOA to the facts presented in this Litigation; and (iii) the viability of GMAC's business justification. Beyond facing uncertainty regarding the resolution of those issues, by continuing to litigate, Class Members would also face the challenge of surviving an appeal of this Court's class certification order dated January 14, 2004, and any other rulings rendered during trial. The relief negotiated by the Parties includes a contract disclosure by GMAC in the forms it produces and distributes to dealerships, even though this Court has not made any ruling as to whether there is a legal requirement to disclose that information in the Contracts. Further, the relief negotiated by the Parties includes an agreement by GMAC to lower its present maximum differential between the APR and Buy Rate, even though there has been no ruling made by this Court that any differential is improper. For these reasons, the Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the tremendous expense associated with it, weigh in favor of approval of the Settlement Agreement.

8. The Court acknowledges the Parties' agreement, as set forth at paragraph 8.5 of the Settlement Agreement, that the DMI does not violate the ECOA or any other state or federal statute, regulation, or common law. GMAC is specifically authorized to use any race identification data for the sole purpose of implementing the DMI notwithstanding the Court's prior orders regarding confidentiality. GMAC will use such information exclusively for conducting the DMI and will not distribute, use or seek to use such information for any other purpose, except that GMAC may share it with General Motors Corporation for other marketing purposes.

9. Any and all objections to the Settlement Agreement and Class Counsel's request for approval of attorneys' fees and expenses have been considered and are hereby found to be without merit and are overruled.

10. The entire Litigation is dismissed with prejudice, and without costs to any party.

11. Upon the Effective Date, the Class Representatives forever release, waive, discharge and agree to the dismissal of, with prejudice, all claims that have been made, or could have been made, in this Litigation against GMAC (defined here to include all of its parents, subsidiaries, affiliates, agents, successors, assignors, assignees and/or assigns), under the ECOA or any other federal or state statute or any common law theory, including all claims for monetary, equitable, declaratory, injunctive, or any other form of relief.

12. The Class Members also forever release, waive, discharge and agree to the dismissal of, with prejudice:

A) all claims, whether known or unknown, suspected or unsuspected, under the law of any jurisdiction, for equitable, declaratory and/or injunctive relief that have been made, or could have been made in this Litigation against GMAC (defined here to include all of its parents, subsidiaries, affiliates, agents, successors, assignors, assignees and/or assigns) under the ECOA that arise in whole or in part out of the business practices challenged in the Complaint and that arose or will arise on or before the Effective Date; and

B) all race and ethnic status discrimination claims, whether known or unknown, suspected or unsuspected, under the law of any jurisdiction, for equitable,

declaratory and/or injunctive relief that have been made, or could have been made in this Litigation against GMAC (defined here to include all of its parents, subsidiaries, affiliates, agents, successors, assignors, assignees and/or assigns) under any federal or state statute or any common law theory, that arise in whole or in part out of the business practices challenged in the Complaint and that arose or will arise on or before the Effective Date.

Notwithstanding the above, Class Members (excluding the Class Representatives) are not releasing any claims for monetary relief.

13. The Class Representatives and Class Counsel's request for approval of attorneys' fees in the amount of \$ 9 million, and reimbursement of Litigation-related expenses in the amount of \$ 508,989.78, are approved.

14. Any person or entity wishing to appeal this Final Judgment shall post a bond with this Court in the amount of \$ 100,000 as a condition to prosecuting the appeal.

15. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason whatsoever, this Final Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever.

16. Without affecting the finality of this Final Judgment in any way, this Court retains continuing jurisdiction for the purpose of enforcing the Settlement Agreement and this Final Judgment, and other matters related or ancillary to the foregoing.

17. The Parties having so agreed, good cause appearing, and there being no just reason for delay, it is expressly directed that this Final Judgment and Order of Dismissal with Prejudice be, and hereby is, entered as a final and appealable order.

IT IS SO ORDERED.

Dated: March 29, 2004


HONORABLE ALETA A. TRAUGER
UNITED STATES DISTRICT JUDGE