

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

The Superior Court of the District of Columbia authorized this notice.
This is not a solicitation from a lawyer.

If a vehicle you secured via a loan agreement with NAVY FEDERAL CREDIT UNION (“NAVY FEDERAL”) was repossessed by Navy Federal on or between August 30, 2016, and the present, you are entitled to a CASH PAYMENT of at least \$748.12 from a CLASS ACTION SETTLEMENT.

The total amount of the payment may depend on one or more of the following:

- 1) How many times Navy Federal repossessed your vehicle during the time period extending from August 30, 2016, to the present;
- 2) Whether and how many times Navy Federal sent you a deficient letter notifying you of the repossession that did not state the exact address where your vehicle was stored;
- 3) Whether and how many times Navy Federal improperly stored your vehicle outside of the District of Columbia or in a state and county different from the state and county where you reside;
- 4) Whether and how many times Navy Federal sent you a letter charging excessive repossession fees or storage fees, *regardless of whether you paid them.*

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- This notice has been sent to you in connection with settlement of a class action lawsuit in the Superior Court of the District of Columbia, *Eboni L. Washington v. Navy Federal Credit Union*, Case No. 2019 CA 005735 B, because you are a member of the Settlement Class and are entitled to a cash payment from the Settlement Fund.
 - The Settlement resolves claims that the Navy Federal Credit Union (“Navy Federal”) violated the D.C. Consumer Protection Procedures Act by:
 - failing to provide adequate notices to the owners of vehicles that Navy Federal repossessed;
 - storing each repossessed vehicle somewhere other than (a) the District of Columbia, (b) the state or county where the owner lived when Navy Federal repossessed the vehicle, or (c) the state or county from where Navy Federal repossessed the vehicle; and
 - charging (a) repossession fees of more than \$100.00 and (b) storage fees of more than \$3.00 per day.

- As part of the Settlement, Navy Federal has agreed to pay a total of Eight Hundred Thousand Dollars and Zero Cents (\$800,000) (the “Settlement Payment”) which will include (1) \$503,486.84 to a Settlement Fund to pay Class Members, (2) \$11,000 to pay the costs of administering the Settlement, and 3) \$7,500 to pay the named Plaintiff for her services to the Settlement Classes.
- There are approximately two hundred forty-three (243) or fewer Class Members and six hundred seventy-three (673) alleged violations of the D.C. Municipal Regulations. Unless you exclude yourself from the Settlement, you and each other Class Member will receive a check for at least approximately **\$748.12** in settlement of your claim(s) for damages available to you under District of Columbia law.
- Court-appointed lawyers for the Settlement Classes will ask the Court for an award of one third (1/3) of the Settlement Payment, or \$266,666.66, in fees, and \$11,346.50 in reasonable expenses for investigating the facts, litigating the case, and negotiating the Settlement. Subject to Court approval, Navy Federal has also agreed to pay these fees and expenses.
- **Your legal rights are affected whether you act or don’t act. Please read this notice carefully.**

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT: | |
|---|--|
| EXCLUDE YOURSELF | Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Navy Federal about the legal claims in this case. |
| OBJECT | Write to the Court about why you don’t like the settlement. |
| DO NOTHING | You will still get at least one check for at least approximately \$748.12 or more. Certain members of the Deficiency Notice Class will receive a tradeline deletion and deficiency balance waiver. You will not be able to exclude yourself or object to the settlement later if you do nothing. |

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the settlement and after appeals are resolved. Please be patient.

QUESTIONS? CALL 1-866-742-4955 TOLL FREE, OR VISIT

WWW.NFREPOSETTLEMENT.COM

PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMENOS AL NUMERO DE TELEFONO

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BASIC INFORMATION

1. Why did I get this notice package?

You received this notice of a proposed settlement in a class action lawsuit against NAVY FEDERAL CREDIT UNION (“Navy Federal”). You are a member of one or more Settlement Classes if Navy Federal, or its agent, repossessed your vehicle and thereafter failed to provide you with sufficient written notification, stored it in violation of the DC CPPA and DCMR, or conditioned its release on the payment of a repossession fee exceeding \$100.00 or storage fees exceeding \$3.00 per day, *regardless of whether you paid them*.

Your legal rights will be affected by the settlement of this lawsuit.

Please read this notice carefully. It explains the lawsuit, the settlement, and your legal rights, including the process for receiving a settlement check(s), excluding yourself from the settlement, or objecting to the settlement.

The person who filed the lawsuit, Eboni L. Washington, is called “Plaintiff,” and the company she sued, Navy Federal Credit Union, is called “Navy Federal” throughout the remainder of this notice.

2. What is this lawsuit about?

This lawsuit was filed on August 30, 2019, in the Superior Court of the District of Columbia by Eboni L. Washington, who is the plaintiff in this case. The defendant, Navy Federal, is a federal credit union operating in the District of Columbia. The lawsuit alleges that Navy Federal violated various District of Columbia laws in connection with repossession of personal automobiles.

Navy Federal denies that it violated any law.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case there is one class representative, Eboni Washington), sue on behalf of people who have similar claims. All these people together are called the Class, and individually, each person is called a Class Member. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. D.C Superior Court Judge Jason Park is in charge of this class action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff thinks she could have won at trial. Navy Federal thinks Plaintiff would not have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected – the Class Members – will get compensation. Plaintiff, and their attorneys think the settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

If you received this Class Notice, you are a Class Member.

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

Because you received this Class Notice, according to Navy Federal’s records, you are a member of the Settlement Class. Between August 30, 2016, through August 30, 2019 (the “Class Period”), Navy Federal repossessed your vehicle and either sent you a post-repossession notice that did not comply with the DC Uniform Commercial Code or Municipal Regulations; improperly stored your repossessed vehicle in violation of the Municipal Regulations and the Consumer Protection Procedures Act; or conditioned redemption, reinstatement, or release of your vehicle on the payment of a repossession fee exceeding \$100.00 or storage fees exceeding \$3.00 per day.

Specifically, for the purposes of settlement only, the Court has provisionally certified a Settlement Class consisting of those individuals who fall within one of the three classes defined below:

The Deficient Notification Class: All individuals who are or were a party to a secured auto loan agreement with Navy Federal from three years prior to the filing of the Complaint through the date the Complaint was filed by which Navy Federal provided financing for the purchase of a motor vehicle, from a dealer, for personal use, which (1) Navy Federal repossessed and (2) which Navy Federal, or its agent, failed to deliver to the individual written notice of the amount due and payable and/or the exact address where the motor vehicle is stored and/or the time and place of the disposition of the vehicle and/or (3) which Navy Federal, or its agent, failed to provide individuals with written notice of its intent to sell their vehicle through an auction, the location of the auction, and/or the time and date of the auction.

The Improper Storage Class: All individuals who are or were a party to a secured auto loan agreement with Navy Federal from three years prior to the filing of the Complaint through the date the Complaint was filed by which Navy Federal provided financing for the purchase of a motor vehicle, from a dealer, for personal use, which (1) Navy Federal repossessed and (2) which Navy Federal, or its agent, retained or stored the repossessed vehicle outside of the District of Columbia or the state and county where the consumer resides, or the state and county where the vehicle was repossessed.

Excessive Storage Fee Class: All individuals who are or were a party to a secured auto loan agreement with Navy Federal from three years prior to the filing of the Complaint through the date the Complaint was filed by which Navy Federal provided financing for the purchase of a motor vehicle, from a dealer, for personal use, which (1) Navy Federal repossessed and (2) which Navy Federal, or its agent, conditioned the redemption of, reinstatement of, or release upon the payment of a “repossession fee” or other fees related to the repossession of the motor vehicle, other than storage fees, which alone or in combination, exceeded \$100.

Tradeline Deletion Eligible Class: Deficient Notification Class who received notice that their vehicle would be sold at a private sale but whose vehicle was actually to be sold at a public auction. Excluding those members of the Deficient Notification Class (i) who redeemed his/her repossessed vehicle the same day Navy Federal received notice of repossession and (ii) whose repossessed vehicles were not registered in D.C.

6. What does the Settlement provide?

In this case, there are approximately two hundred forty-three (243) or fewer Class Members in each Settlement Class and six hundred seventy-three (673) alleged violations of the D.C. Municipal Regulations. Navy Federal has agreed to contribute \$503,486.84 into a Settlement Fund for the cash settlement payments to all Class Members.

If your vehicle was sold at auction following Navy Federal's notification that it would be sold at a private sale, Navy Federal will ensure that it no longer seeks collection actions against your remaining deficiency balance. Navy Federal will also request deletion of the three major credit bureau's tradelines associated with your loan account covered by this case. This additional relief will be sought automatically unless you specifically request otherwise. If you would prefer to opt-out of this tradeline deletion relief, you must fill out and submit the attached Credit Reporting Modification Request Opt-Out Form to the Settlement Administrator by August 31, 2020.

Additionally, Navy Federal has agreed to pay the costs of administration of the settlement.

Subject to the Court's approval, Navy Federal will also pay an amount not to exceed \$266,666.66 for attorneys' fees and \$11,346.50 for expenses.

HOW YOU GET A PAYMENT

7. How can I get a payment?

You **DO NOT HAVE TO SUBMIT A CLAIM FORM** to qualify for a payment. You automatically qualify for a payment if you received this notice. This notice is provided to you as a Class Member so that you may exercise your right to (1) do nothing; (2) object; or (3) exclude yourself. If you do nothing and the Class Settlement is approved by the court, you will receive a settlement check.

The attached Credit Reporting Modification Request Opt-Out form is only applicable to those individuals who are part of the Deficient Notification Class who received notice that their vehicle would be sold at a private sale but whose vehicle was actually to be sold at a public auction (excluding those who redeemed their /her repossessed vehicle the same day Navy Federal received notice of repossession and those whose repossessed vehicles were not registered in D.C.). Those eligible only need to fill out this opt-out form **if they DO NOT wish to receive the described relief**: a request for deletion of the three major credit bureau's tradelines (including any adverse credit reporting) associated with the auto loan account with Navy Federal.

On July 7, 2020, Judge Park preliminarily approved the settlement. Nevertheless, because you did not receive notice prior to this approval, the Court will consider any objection you may have to the settlement and reconsider his ruling, provided you make your objection on or before September 11, 2020. If Judge Park does not alter his approval of the settlement after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Details of the Settlement and Approval process and dates for expected payments will be posted at WWW.NFREPOSETTLEMENT.COM. Please be patient.

If approval of the settlement becomes final, the Class Administrator will mail a check ("Settlement Check") to each Class Member who has not opted-out of ("excluded" him- or herself from) the Settlement at the last known address on file. **Each Settlement Check will become void ninety (90) days after issuance.**

After expiration of the Settlement Checks, any checks not cashed or funds not disbursed shall be deposited with the District of Columbia Office of the Chief Financial Officer Unclaimed Property Unit.

8. What am I giving up to get a payment or stay in the Settlement Class(es)?

Unless you exclude yourself, you are staying in the Settlement Class(es), and that means that you can't sue, continue to sue, or be part of any other lawsuit against Navy Federal about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this Settlement, but you want to keep the right to sue or continue to sue Navy Federal on your own about the legal issues in this case, then you must take steps to formally exclude yourself. This is sometimes referred to as "opting-out" of the Settlement Class.

9. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from *Eboni L. Washington v. Navy Federal Credit Union*, Civil Action No. 2019 CA 005735 B. Be sure to include your name, address, telephone number, e-mail address (if you have one), and your signature. Your exclusion letter must be postmarked no later than September 11, 2020 and addressed to the Administrator, with a copy to: Amanda R. Lawrence, Esq., and Timothy J. Coley, Esq., BUCKLEY LLP, 2001 M Street NW, Suite 500, Washington, DC 20036. With a copy to Class Counsel at 412 H Street NE, Suite 302, Washington, DC 20002.

YOUR REQUEST TO BE EXCLUDED MUST BE SUBMITTED TO THE CLASS ADMINISTRATOR. DO NOT MAIL YOUR REQUEST TO THE COURT

If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You might be able to sue (or continue to sue) Navy Federal in the future.

10. If I don't exclude myself, can I sue NAVY FEDERAL for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Navy Federal for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Settlement to continue your own lawsuit. Remember, the exclusion deadline is September 11, 2020.

11. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you will not get any money in connection with this Settlement; but, you may sue, continue to sue, or be part of a different lawsuit against Navy Federal.

12. Do I have a lawyer in this case?

The Court appointed the law firm of Migliaccio & Rathod LLP of Washington, D.C., to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of an amount not to exceed \$266,666.66 for attorneys' fees as well as payment for expenses incurred to prosecute the case. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement. The Court may award less than this amount. Navy Federal has agreed not to oppose these fees and expenses.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

14. How do I tell the Court that I don't like the Settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can give reason(s) why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the settlement in *Eboni L. Washington v. Navy Federal Credit Union*, Civil Action No. 2019 CA 005735 B. Be sure to include your name, address, telephone number, e-mail address (if you have one), your signature, and the reason(s) you object to the Settlement. Mail your objection letter to (1) the Court, (2) Class Counsel, and (3) Defense Counsel to the following addresses and postmarked no later than September 11, 2020:

The COURT:

Clerk of the Court
Superior Court of
the District of Columbia
Moultrie Courthouse
500 Indiana Ave., N.W., Rm. 5000
Washington, D.C. 20001

CLASS COUNSEL:

Nicholas E. Migliaccio
Jason S. Rathod
Erick J. Quezada
Migliaccio & Rathod LLP
412 H Street NE
Suite 302
Washington, DC 20002

DEFENSE COUNSEL:

Amanda R. Lawrence
Timothy J. Coley
Buckley LLP
2001 M Street NW, Suite 500
Washington, DC 20036

15. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class(es). Excluding yourself is telling the Court that you don't want to be part of the Settlement Class(es). If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

If you object, the Court will hold a virtual hearing to decide whether to modify its approval of the Settlement. You may attend, and you may ask to speak, but you don't have to.

16. When and where will the Court decide whether to approve the Settlement?

On October 30, 2020, Judge Park will hold a Fairness Hearing virtually to consider any objection and to re-consider whether the Settlement is fair, reasonable, and adequate. If you file an objection, Class Counsel and Defense Counsel will provide you with a notice of hearing informing you of the date, time, and instructions for attending the Fairness Hearing. After the hearing, the Court decides whether to approve the settlement. We do not know how long these decisions will take.

17. Do I have to attend the hearing?

No. Class Counsel will answer questions Judge Park may have. But, you are welcome to attend at your own expense. If you send an objection, you don't have to join the virtual hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Eboni L. Washington v. Navy Federal Credit Union*, Civil Action No. 2019 CA 005735 B." Be sure to include your name, address, telephone number, e-mail address (if you have one) and your signature. Your Notice of Intention to Appear must be postmarked no later than September 11, 2020, and be sent to (1) the Clerk of the Court, (2) Class Counsel, and (3) Defense Counsel at the addresses above. You cannot speak at the Fairness Hearing if you excluded yourself. Instructions for attending the virtual Fairness Hearing will be posted on the settlement website WWW.NFREPOSETTLEMENT.COM at a time closer to the date of the hearing.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will still get a settlement check. Remember, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Navy Federal about the legal issues in this case, ever again.

GETTING MORE INFORMATION

20. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Stipulation of Settlement to which Plaintiff and Defendant agreed. You can get a copy of the Stipulation of Settlement by writing to the Class Administrator at: P.O. Box 59479, Philadelphia, PA 19102 or by visiting WWW.NFREPOSETTLEMENT.COM.

21. How do I get more information?

You can call 1-866-742-4955 toll free; write to Navy Federal Class Action, c/o RG2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102 or visit the website at WWW.NFREPOSETTLEMENT.COM where you will find answers to common questions about the Settlement.

DATE: July 17, 2020

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division**

EBONI L. WASHINGTON, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

NAVY FEDERAL CREDIT UNION,

Defendant.

Civil Action No. 2019 CA 005735 B

CREDIT REPORTING MODIFICATION REQUEST OPT-OUT FORM

This form must be returned and postmarked by August 31, 2020 and returned to:

Navy Federal Class Action,
c/o RG2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102

I have read the attached "Notice of Settlement" and have elected to opt-out of the available Tradeline Deletion relief that is provided by the Settlement. I am aware that I am eligible for such relief because my vehicle was sold at auction following Navy Federal Credit Union's ("Navy Federal") repossession. I understand that by submitting this document to the above Settlement Administrator, I request that Navy Federal not request a deletion of the three major credit bureau's tradelines associated with my auto loan account with Navy Federal. I understand that by doing so, the three major credit bureau's tradelines associated with my auto loan account with Navy Federal will remain.

Date

Signature

Print Name Legibly

Street/Apartment

City/ State/ Zip Code

Telephone Number