SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

EBONI L. WASHINGTON, 1855 Tobias Drive SE, Washington, DC 20020, on behalf of herself and all others similarly situated, Plaintiff, v. **NAVY FEDERAL CREDIT UNION**, 820 Follin Lane, Vienna, VA 22180, Defendant.	Civil Action No. 2019 CA 005735 B JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Eboni Washington ("Plaintiff"), individually and on behalf of all others similarly situated, brings this class action against Defendant Navy Federal Credit Union (hereinafter "NFCU" or "Defendant"). For her Complaint, Plaintiff alleges the following based on personal knowledge as to her own acts and on the investigation conducted by their counsel as to all other allegations:

INTRODUCTION

This case arises from Defendant's violations of District of Columbia laws related to the repossession of Plaintiff's NFCU-financed personal automobile.

NFCU provided Ms. Washington, an NFCU member, with a loan for the financing of a used automobile. When Plaintiff fell behind on loan payments, Defendant, or its agents, repossessed her vehicle. Following Defendant's repossession of Plaintiff's automobile, it failed to notify Plaintiff of the amount due and the exact address where the motor vehicle is stored, and it stored Plaintiff's vehicle outside of the District of Columbia– both clear violations of District

of Columbia law. Despite previously providing notice that her vehicle would be sold at a private sale, she learned months later by written communication that her vehicle had been in fact sold at an auction in the state of Texas and that NFCU had charged her excessive fees. Because NFCU never provided Ms. Washington with notice of its intent to sell her vehicle at an auction or the time and place of the sale, this further constitutes a violation of District of Columbia law.[1]

Plaintiff brings claims against NFCU, on behalf of herself and others similarly situated, for: (1) violations of the District of Columbia Consumer Protection Procedures Act, codified at Chapter 39 of Title 28 the D.C. Code; and (2) violations of the District of Columbia Municipal Regulations regarding the sale and repossession of motor vehicles, specifically D.C.M.R. §§ 16-340.6, 16-341.4, 16-342.2, and 16-346.2 (pursuant to the District of Columbia Consumer Protection Procedures Act).

PARTIES

1. Plaintiff Eboni Washington is a resident of the District of Columbia, residing at 1855 Tobias Drive SE, Washington, DC 20020.

2. Defendant NFCU is a federal credit union with its principal place of business at 820 Follin Lane, Vienna, VA 22180.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over this civil action pursuant to D.C. Code § 11- 921 and D.C. Code §28-3905(k)(2), since Plaintiff's claims arise under District of Columbia law and a substantial part of the events or omissions giving rise to Plaintiff's claims

[1] Defendant could be responsible for additional violations of District of Columbia law, including potential excessive storage fees. However, because of Defendant's lack of communication following the repossession of Plaintiff's vehicle, Plaintiff will only describe these potential violations and amend to include specific allegations once she receives discovery on them.

occurred within the District of Columbia, including the drafting and execution of the subject loan agreement and the repossession of Plaintiff's motor vehicle.

4. This Court has personal jurisdiction over Defendant pursuant to D.C. Code § 13-423 and because Defendants have sufficient minimum contacts in and with the District of Columbia and otherwise intentionally availed itself of the markets within the District of Columbia through their business activities, such that the exercise of jurisdiction by this Court is proper and necessary.

ALLEGATIONS OF FACT

5. NFCU provides financing for personal automobiles for District of Columbia residents.

6. NFCU regularly repossesses personal automobiles for which it has provided financing.

7. In September 2017, Plaintiff obtained financing for her personal vehicle from NFCU.

8. Pursuant to an 84-month secured loan agreement (the "seven-year secured loan agreement"), NFCU provided Plaintiff with $23,844.40 to refinance her 2011 Chevrolet HHR at an annual percentage rate of 5.29% percent.

9. Per the terms of the seven-year secured loan agreement, Plaintiff was obligated to make 83 monthly payments of $341.75 and one final payment of $341.57. Thus, her payments were to total $28,706.82.

10. The loan agreement granted NFCU a security interest in Plaintiff's Vehicle, such that NFCU could repossess and sell the vehicle in the event of default by Plaintiff.

11. In or around mid-2018, Plaintiff fell behind on her loan payments to NFCU.

12. On March 19, 2019, NFCU repossessed the vehicle from outside of her home within the District of Columbia.

13. On March 20, 2019, NFCU mailed Plaintiff a DC a letter it described as "legally required notice." The letter stated that the vehicle had been repossessed and that it would be sold at a private sale after fifteen days of the date of the letter. Instead of listing the amount that Plaintiff could pay to redeem the vehicle, the letter merely provided a phone number to call.

14. NFCU did not disclose the exact address where Plaintiff's motor vehicle was stored. NFCU also did not disclose any storage fees.

15. Within fifteen days of the repossession, Plaintiff called to inquire about the location of her vehicle and learned that it was held being held at 9252 Smith Ave, Lanham, MD 20706. When she went to collect her personal possessions from her vehicle, she was told it was going to be sent to auction.

16. In May, Ms. Washington received a letter dated May 9, 2019, from NFCU, more than a month since any other communication. Through this letter, Ms. Washington learned that her vehicle had been sold at an auction and that she was now liable for a balance of $20,965.88, which included repossession expenses in the amount of $425.00.

CLASS ACTION ALLEGATIONS

17. Plaintiff brings this lawsuit on behalf of herself and all similarly situated individuals, pursuant to D.C. Superior Court Rules of Civil Procedure 23 and 23-I. Specifically, the classes consist of:

The Deficient Notification Class

> All individuals who are or were a party to a secured auto loan agreement with NFCU by which NFCU provided financing for the purchase of a motor vehicle, from a dealer, for personal use, which (1) NFCU repossessed and (2) which NFCU, 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 NFCU, 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 NFCU by which NFCU provided financing for the purchase of a motor vehicle, from a dealer, for personal use, which (1) NFCU repossessed and (2) which NFCU, 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 NFCU by which NFCU provided financing for the purchase of a motor vehicle, from a dealer, for personal use, which (1) NFCU repossessed and (2) which NFCU, 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.

Excluded from each proposed Class are: (a) any Judge presiding over this action and members of their immediate families; (b) Defendant and its subsidiaries and affiliates; and (c) all persons who properly execute and file a timely request for exclusion from the Classes.

18. *Numerosity*: Upon information and belief, members of the Classes are so numerous that individual joinder would be impracticable. Moreover, the Classes are composed of an easily ascertainable set of individuals, the precise number of which can be discovered through discovery, which includes NFCU's records. The disposition of their claims will benefit both the parties and this Court.

19. *Commonality*: Common questions of law and fact exist as to all members of each proposed Classes that will materially advance the litigation, and these questions predominate

over questions affecting only individual class members. These common questions include the following:

a. Whether NFCU routinely mailed repossession notification letters that did not disclose the amount due and payable to the consumer whose vehicle was repossessed by NFCU or its agents;

b. Whether NFCU routinely mailed repossession notification letters that did not disclose the exact address where the repossessed motor vehicle is stored to the consumer whose vehicle was repossessed by NFCU or its agents;

c. Whether NFCU routinely mailed repossession notification letters that did not disclose the date of any public sale or auction, or the time and place of the public sale or auction;

d. Whether NFCU's practice of mailing repossession notification letters that did not disclose the amount due and payable and/or the exact address where the repossessed motor vehicle is stored to the consumer whose vehicle was repossessed by NFCU or its agents violated the District of Columbia Consumer Protection Procedures Act and/or the District of Columbia Municipal Regulations regarding the repossession of motor vehicles;

e. Whether NFCU routinely stored towed vehicles outside of the District of Columbia or the state and county in which the consumer resides or the state and county where it was located and repossessed;

f. Whether NFCU's practice of storing towed vehicles outside of the District of Columbia or the state and county in which the consumer resides or the state and county where it was located and repossessed violated the District of Columbia

Consumer Protection Act and/or the District of Columbia Municipal Regulations regarding the repossession of motor vehicles;

g. Whether, and to what extent, NFCU charged "Repossession Fees" in excess of $100;

h. Whether "Repossession Fees" assessed by NFCU against class members in connection with redemption, reinstatement, or recovery of their repossessed vehicles are in excess of that permitted by D.C. Municipal Regulations;

i. Whether, and to what extent, NFCU or its agents, charged storage fees in excess of $3 per day for repossessed NFCU-financed vehicles; and

j. Whether storage fees in excess of $3 per day are unlawful with respect to repossessed vehicles.

20. *Typicality*: Plaintiff's claims are typical of the claims of the members of the Classes, as all such claims arise out of Defendant's conduct in repossessing NFCU-financed vehicles. All of Plaintiff's claims are typical of the claims of the Class since Plaintiff and all members within each Class were injured in the same manner by Defendant's uniform course of conduct described herein. Plaintiff and all Class members have the same claims against Defendant relating to the conduct alleged herein, and the same events giving rise to Plaintiff's claims for relief are identical to those giving rise to the claims of all Class members. Plaintiff and all Class members sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of Defendant's wrongful conduct as described herein. Plaintiff are advancing the same claims and legal theories on behalf of themselves and all absent Class members.

21. *Adequacy*: Plaintiff is an adequate representative of the proposed Classes she seeks to represent because her interests do not conflict with the interests of the members of the Classes. Plaintiff has retained counsel competent and experienced in complex class action litigation, and Plaintiff intends to prosecute the action vigorously. As such, the interests of class members will be fairly and adequately protected by Plaintiff and her counsel.

22. *Predominance*: This class action is appropriate for certification because questions of law and fact common to the members of the Classes predominate over questions affecting only individual Class members.

23. *Superiority*: A class action is superior to other available means for the fair and efficient adjudication of these claims. The injuries suffered by each class member, while meaningful on an individual basis, are not of such magnitude as to make the prosecution of individual actions against NFCU economically feasible. In addition, individualized litigation presents the potential for inconsistent or contradictory judgments and would increase the delay and expense to all parties and the court system presented by the legal and factual issues of the case. By contrast, a class action provides the benefits of a single adjudication, economy of scale, and comprehensive supervision by a single court.

24. In the alternative, the Classes may be certified because NFCU has acted, or refused to act, on grounds generally applicable to the Classes, thereby making appropriate final and injunctive relief with respect to the members of the Classes as a whole.

25. This action has been brought and may properly be maintained on behalf of the classes proposed above under the criteria of Superior Court Rule of Civil Procedure 23 and 23-I. Given the potential complexity of this case, Plaintiff hereby seeks relief from the 90-day filing

requirement set forth by Local Rule 23-I and seeks that a schedule for the briefing of Class certification be set forth at the initial scheduling conference of this matter.

COUNT I
Violations of District of Columbia's Uniform Commercial Code D.C. §§ 28:1-101 *et al.*
(Deficient Notification Class)

26. Plaintiff realleges the above allegations as if fully set forth herein.

27. Plaintiff and members of the Deficient Notification Class are or were at all times relevant to this matter, "consumers" within of the meaning the District of Columbia's Uniform Commercial Code, per D.C. Code § 28:1-201(b)(11).

28. Plaintiff and the members of the Deficient Notification Class are or were at all times relevant to this matter, "debtors" within the meanings of D.C. Code § 28:9-102(a)(28).

29. The vehicles that Plaintiff and the members of the Deficient Notification Class purchased by financing through NFCU were at all times relevant to this matter "consumer goods" per D.C. Code § 28:9-102(a)(23) and "collateral" per § 28:9-102(a)(12).

30. The transactions by which Plaintiff and the members of the Deficient Notification Class financed their vehicles through NFCU were "Consumer-Goods Transactions," within the meaning of § 28:9-102(a)(24).

31. The loan agreements to which Plaintiff and the members of the Deficient Notification Class are or were parties, or some part of said loan agreements, are, or were at all times relevant to this matter, "security agreements" within the meaning of D.C. Code § 28:9-102(a)(74).

32. NFCU is or was at all times relevant to this matter, a "secured party" within the meaning of D.C. Code § 28:9-102(a)(73).

33. NFCU is or was at all times relevant to this matter, a "holder" within the meaning of D.C. Code § 28:1-201(b)(21).

34. The District of Columbia's Uniform Commercial Code requires that a secured party provide a borrower with certain written, post-repossession notification including disclosures of, *inter alia*, "the charge, if any, for an accounting" of the unpaid indebtedness and "the time and place of a public disposition or the time after which any other disposition is made." D.C. Code § 28:9-614.

35. NFCU's failure to provide Plaintiff and the Deficient Notification Class members with written notification ten days before the disposition of their vehicle, disclosing the amount due and payable and the time and place of the public disposition of the repossessed vehicles, violates the express requirements of the District of Columbia's Uniform Commercial Code.

36. As a direct and proximate cause of NFCU's or its agents' failure to communicate the amount Plaintiff and the members of the Deficient Notification Class had to pay and the time and place of the disposition of their vehicles, they have sustained damages in an amount to be determined at trial.

37. As such, per D.C. Code § 28:9-625, NFCU is liable to Plaintiff and the members of the Deficient Notification Class for damages and in addition, "an amount not less than the credit service charge plus 10% of the principle amount of the obligation…" D.C. Code 28:9-625(b), (c)(2). Additionally, the liability of Plaintiff and the members of the Deficient Notification Class following the sale of their vehicles should be eliminated pursuant to D.C. Code § 28:9-626(a)(3) and the "absolute preclusion" rules recognized in the District of Columbia.

COUNT II
Violations of the D.C. Consumer Protections Procedure Act 28 D.C. Code Ch. 39

(Deficient Notification Class)

38. Plaintiff realleges the above allegations as if fully set forth herein.

39. Plaintiff and members of the Deficient Notification Class are or were at all times relevant to this matter, "consumers" within of the meaning of the D.C. Consumer Protection Procedures Act, per D.C. Code § 28-3901(a)(2).

40. Plaintiff and the members of the Deficient Notification Class are or were at all times relevant to this matter, "retail buyer(s)" and "buyer(s)" within the meanings of D.C.M.R. §§ 16-340, 16-341, and 16-342, per D.C.M.R. § 16-399.

41. The dealers from whom Plaintiff and/or the members of the Deficient Notification Class purchased the vehicles financed by NFCU pursuant to their respective loan agreements are or were at all times relevant to this matter, "dealer(s)" within the meaning of D.C.M.R. §§ 16-300.

42. NFCU is or was at all times relevant to this matter, a "merchant" within the meaning of the D.C. Consumer Protection Procedures Act, per D.C. Code § 28-3901(a)(3).

43. The loan agreements to which Plaintiff and the members of the Deficient Notification Class are or were parties, or some part of said loan agreements, are, or were at all times relevant to this matter, "instruments of security" within the meaning of D.C. Code § 50-601.

44. NFCU is or was at all times relevant to this matter, a "holder" within the meaning of D.C.M.R. §§ 16-340, 16-341, and 16-399.

45. NFCU's failure to provide Plaintiff's and the Deficient Notification Class members with written notification within five days of the repossession of their vehicle, disclosing the amount due and payable and the exact address where the motor vehicle is stored,

violates the express requirements of D.C.M.R. §§ 16-341.4(b), (e). Additionally, NFCU violated the express requirements of D.C.M.R. § 16-344.6 by failing to provide Plaintiff with written notice of its intent to sell her vehicle through an auction, the location of the auction, and the time and date of the auction. Per D.C.M.R. §§ 16-340.6 and 16-346.2, as interpreted by the courts of the District of Columbia, *see Chamberlain v. American Honda Finance Corp.*, 931 A.2d 1018, 1022 (D.C. 2007), these violations constitute unlawful trade practices under Chapter 39 of Title 28 of the D.C. Code.

46. As a direct and proximate cause of NFCU's or its agents' failure to communicate the amount Plaintiff and the members of the Deficient Notification Class had to pay and the exact address of their motor vehicles, they have sustained damages in an amount to be determined at trial.

47. Moreover, D.C. Code § 28-3901(c) establishes an enforceable right to truthful information from merchants about goods and services that are or would be purchased, leased, or received in the District of Columbia. As a result of NFCU's unfair and deceptive trade practices detailed herein, Defendant deprived Plaintiff, member of the Deficient Notification class, and consumers in the District of Columbia of truthful information regarding its services and products.

48. As such, per D.C. Code § 28-3905(k)(1), NFCU is liable to Plaintiff and the members of the Deficient Notification Class, *in addition* to the remedies provided by the District of Columbia Uniform Commercial Code, for treble damages or statutory damages as provided by D.C. Consumer Protection Procedures Act, whichever is greater; reasonable attorneys' fees and expenses; an injunction prohibiting NFCU and its agents from mailing written notice that fails to disclose the amount due and payable and/or the exact address where the motor vehicle is stored; additional relief as may be necessary to restore to Plaintiff and the members of the Class money

or property that might have been acquired by NFCU or its agents transmitting deficient written notifications to Plaintiff; and any other relief that the Court deems proper.

COUNT III
Violations of the D.C. Consumer Protections Procedure Act 28 D.C. Code Ch. 39
(Improper Storage Class)

49. Plaintiff realleges the above allegations as if fully set forth herein.

50. Plaintiff and members of the Improper Storage Class are or were at all times relevant to this matter, "consumers" within of the meaning of the D.C. Consumer Protection Procedures Act, per D.C. Code § 28-3901(a)(2).

51. Plaintiff and the members of the Improper Storage Class are or were at all times relevant to this matter, "retail buyer(s)" and "buyer(s)" within the meanings of D.C.M.R. §§ 16-340, 16-341, and 16-342, per D.C.M.R. § 16-399.

52. The dealers from whom Plaintiff and/or the members of the Improper Storage Class purchased the vehicles financed by NFCU pursuant to their respective loan agreements are, or were at all times relevant to this matter, "dealer(s)" within the meaning of D.C.M.R. §§ 16-300.

53. NFCU is or was at all times relevant to this matter, a "merchant" within the meaning of the D.C. Consumer Protection Procedures Act, per D.C. Code § 28-3901(a)(3).

54. The loan agreements to which Plaintiff and the members of the Improper Storage Class are or were parties, or some part of said loan agreements, are, or were at all times relevant to this matter, "instruments of security" within the meaning of D.C. Code § 50-601.

55. NFCU is or was at all times relevant to this matter, a "holder" within the meaning of D.C.M.R. §§ 16-340, 16-341, and 16-399.

56. By moving Plaintiff's automobile to Lanham Maryland less than fifteen days after it mailed the above-described letter to Plaintiff, NFCU violated D.C.M.R. § 16-341.5. Per D.C.M.R. §§ 16-340.6 and 16-346.2, as interpreted by the courts of the District of Columbia, *see Chamberlain v. American Honda Finance Corp.*, 931 A.2d 1018, 1022 (D.C. 2007), these violations constitute unlawful trade practices under Chapter 39 of Title 28 of the D.C. Code.

57. As a direct and proximate cause of NFCU's or its agents' storage of Plaintiff and the Improper Storage Class member's vehicle outside of the District of Columbia, the state and county of their residence, or the state and county where the vehicle was repossessed less than fifteen days after mailing written notification of the repossession, Plaintiff and the members of the Improper Storage Class have sustained damages in an amount to be determined at trial.

58. Moreover, D.C. Code § 28-3901(c) establishes an enforceable right to truthful information from merchants about goods and services that are or would be purchased, leased, or received in the District of Columbia. As a result of NFCU's unfair and deceptive trade practices detailed herein, Defendant deprived Plaintiff, member of the Improper Storage Class, and consumers in the District of Columbia of truthful information regarding its services and products.

59. As such, per D.C. Code § 28-3905(k)(1), NFCU is liable to Plaintiff and the members of the Class for treble damages or statutory damages as provided by the D.C. Consumer Protection Procedures Act, whichever is greater; reasonable attorneys' fees and expenses; an injunction prohibiting NFCU and its agents from storing repossessed vehicles outside of the District of Columbia, the state or county in which the consumer resides, or the county where the repossessed vehicle was located less than fifteen days after it mails notification of the repossession; additional relief as may be necessary to restore to Plaintiff and the members of the Class money or property that might have been acquired by NFCU or its agents storing

Plaintiff and the members of the Class' vehicles outside of the District of Columbia, county where they live, or county where the vehicle was located; and any other relief that the Court deems proper.

COUNT IV
Violations of the D.C. Consumer Protections Procedure Act 28 D.C. Code Ch. 39
(Excessive Repossession Fee Class)

60. Plaintiff realleges the above allegations as if fully set forth herein.

61. Plaintiff and members of the Excessive Repossession Fee Class are or were at all times relevant to this matter, "consumers" within of the meaning of the D.C. Consumer Protection Procedures Act, per D.C. Code § 28-3901(a)(2).

62. Plaintiff and the members of the Excessive Repossession Fee Class are or were at all times relevant to this matter, "retail buyer(s)" and "buyer(s)" within the meanings of D.C.M.R. §§ 16-340, 16-341, and 16-342, per D.C.M.R. § 16-399.

63. The dealers from whom Plaintiff and/or the members of the Improper Storage Class purchased the vehicles financed by NFCU pursuant to their respective loan agreements are, or were at all times relevant to this matter, "dealer(s)" within the meaning of D.C.M.R. §§ 16-300.

64. NFCU is or was at all times relevant to this matter, a "merchant" within the meaning of the D.C. Consumer Protection Procedures Act, per D.C. Code § 28-3901(a)(3).

65. The loan agreements to which Plaintiff and the members of the Excessive Repossession Fee Class are or were parties, or some part of said loan agreements, are, or were at all times relevant to this matter, "instruments of security" within the meaning of D.C. Code § 50-601.

66. NFCU is or was at all times relevant to this matter, a "holder" within the meaning of D.C.M.R. §§ 16-340, 16-341, and 16-399.

67. NFCU's or its agents' conditioning redemption, reinstatement, or release of Plaintiff's and the Excessive Repossession Fee Class members' repossessed vehicles on the payment of a "Repossession Fee" (or similarly designated fee related to the repossession of said vehicles) in excess of $100 (one hundred dollars) violated the express requirements of D.C.M.R. § 16-342.2 and, per D.C.M.R. § 16-346.2, as interpreted by the courts in the District of Columbia, *see Chamberlain v. American Honda Finance Corp.*, 931 A.2d 1018, 1022 (D.C. 2007), these violations constitute unlawful trade practices under Chapter 39 of Title 28 of the D.C. Code.[2]

68. As a direct and proximate cause of NFCU's or its agents' charging of Excessive Repossession Fees, Plaintiff and the members of the Excessive Repossession Fee Class have sustained damages in an amount to be determined at trial.

69. NFCU's imposition of a "Repossession Fee" (or similarly designated fee-related to the repossession of said vehicles) also violates the D.C. Consumer Protection Procedures Act's ban on "mak[ing] or enforce[ing] unconscionable terms or provisions of sales or leases" in that, among other things, NFCU:

a. Knew at the time of extending credit and imposing the fee that consumers would have difficulty paying such fees;

b. Knew at the time of extending credit and imposing the fee that its consumers would not receive substantial benefits from the service ostensibly provided for the charge;

[2] If, through the prosecution of Plaintiff's claims, it is revealed that NFCU charged storage fees in excess of $3.00 per day, then NCFU will also be liable pursuant to D.C.M.R. § 16-342.2.

c. That there was a gross disparity between the price of the "service" and the value of the service measured by the price at which similar services are readily obtainable in transactions by like buyers or lessees;

d. That it was taking advantage of the inability of its consumers to reasonably protect their interest.

70. Moreover, D.C. Code § 28-3901(c) establishes an enforceable right to truthful information from merchants about goods and services that are or would be purchased, leased, or received in the District of Columbia. As a result of NFCU's unfair and deceptive trade practices detailed herein, Defendant deprived Plaintiff, member of the Improper Storage Class, and consumers in the District of Columbia of truthful information regarding its services and products.

71. As such, per D.C. Code § 28-3905(k)(1), NFCU is liable to Plaintiff and the members of the Class for treble damages or statutory damages as provided by the D.C. Consumer Protection Procedures Act, whichever is greater; reasonable attorneys' fees and expenses; an injunction prohibiting NFCU and its agents' conditioning redemption, reinstatement, or release of repossessed vehicles on the payment of a "Repossession Fee" (or similarly designated fee related to the repossession of a vehicle) in excess of $100 (one hundred dollars); additional relief as may be necessary to restore to Plaintiff and the members of the Excessive Fee Class money or property that might have been acquired by NFCU or its agents by means of NFCU's or its agents' conditioning redemption, reinstatement, or release of Plaintiff's or the Excessive Fee Class members' repossessed vehicles on the payment of a "Repossession Fee")or similarly designated fee related to the repossession of said vehicles) in excess of $100 (one hundred dollars): and any other relief that the Court deems proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on her behalf and on behalf of the Classes herein defined, prays for judgment as follows:

a. For an order certifying the proposed plaintiff Classes and appointing Plaintiff and her counsel to represent the Classes;
b. For an order awarding Plaintiff and the members of the Classes actual, statutory, punitive, and/or any other form of damages provided by and pursuant to the statutes cited above;
c. For an order awarding Plaintiff and the members of the Classes restitution, disgorgement, and/or other equitable relief provided by and pursuant to the statutes cited above or as the Court deems proper;
d. For an order waiving any deficiency balances that Plaintiff and the members of the Class members may have on their repossessed vehicles provided by and pursuant to the statutes cited above or as the Court deems proper;
e. For an order awarding Plaintiff and the members of the Classes pre- and post-judgment interest;
f. For an order awarding Plaintiff and the Class members reasonable attorneys' fees and costs of suit, including expert witness fees, and;
g. For an order awarding such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims so triable.

Dated: August 30, 2019

By:

/s/ Nicholas A. Migliaccio
Nicholas A. Migliaccio, Esq.
Bar No. 484366
Jason S. Rathod, Esq.
Bar No. 1000882
Esfand Y. Nafisi, Esq.
Bar No. 1029770
Erick J. Quezada, Esq.
Bar No. 1601628
MIGLIACCIO & RATHOD LLP
412 H Street N.E., Ste. 302
Washington, DC 20002
Tel: (202) 470-3520