

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

EBONI WASHINGTON,

Plaintiff,

v.

NAVY FEDERAL CREDIT UNION,

Defendant.

Case No.: 2019 CA 005735 B

Judge Jason Park

**ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

This matter is before the Court on a motion by Plaintiff, Eboni Washington (“Plaintiff”) seeking final approval of the Class Action Settlement (“Settlement Agreement”), including payment by Defendant Navy Federal Credit Union (“Navy Federal”) of attorneys’ fees for Plaintiff’s counsel’s role as Class Counsel. On July 7, 2020, the Court entered an Order preliminarily certifying the Settlement Class, preliminarily approving the Settlement Agreement, and specifying the way the Settlement Administrator was to provide notice to the members of the Settlement Class. The Settlement Agreement, which is incorporated herein by reference, sets forth the terms and conditions for the Settlement and dismissal with prejudice of the litigation. Terms and phrases in this Order, unless otherwise defined herein, shall have the same meaning as ascribed to them in the Settlement Agreement.

After entry of the Order granting preliminary approval directing dissemination of Notice in accordance with the Notice plan set forth in the Settlement Agreement, the Settlement Administrator caused the Notice to be mailed to Settlement Class Members. In addition, the

Settlement Administrator established and maintained a settlement website, from which Class Members could access the Settlement Agreement, the Notice Form, and other relevant settlement and Court documents, which remains operative.

Following dissemination of the Notice Form and the posting of the Notice Form on the settlement website, Settlement Class Members were given an opportunity to (i) submit timely requests for exclusion from the Settlement Class, (ii) object to the Settlement Agreement, and (iii) opt-out of the Tradeline Deletion subgroup. As of September 11, 2020—the deadline for filing or mailing of objections and exclusions—no objections had been filed and no eligible exclusion requests had been mailed.

A Final Approval Hearing was held on October 30, 2020 at 10:00 a.m. No Class Members appeared at the hearing.

Based upon the Settlement Agreement, the record and exhibits therein, it appears to the Court that the proposed Settlement is fair, reasonable, and adequate.

Accordingly, it is hereby **ORDERED**:

1. The Court finds that it has jurisdiction over the subject matter of the Lawsuit and over all settling parties hereto.

2. Class Members — Pursuant to Superior Court Rule of Civil Procedure 23(b)(3), the Lawsuit is hereby finally certified, for settlement purposes only, as a class action on behalf of the following class of plaintiffs (hereinafter referred to as the “Settlement Class Members”) with respect to the following claims asserted in the Lawsuit:

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.

The 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.

There are 243 settlement Class Members identified by Navy Federal in the Settlement Class and 673 alleged violations of the provisions of the D.C. Municipal Regulations.

3. Class Representatives and Class Counsel Appointment — Pursuant to Superior Court Rule of Civil Procedure 23, the Court confirms its appointment of Plaintiff Eboni Washington as Class Representative and its appointment of Plaintiff’s Counsel, Migliaccio & Rathod LLP, as Class Counsel.

4. Class Certification — The Court finds that settlement of the Lawsuit satisfies the applicable prerequisites for class action treatment under Superior Court Rule of Civil Procedure 23, namely:

- i. The Class Members are so numerous that joinder of all of them in the Lawsuit is reasonably impracticable;

- ii. There are questions of law and fact common to the members of each Settlement Class that predominate over any individual questions;
- iii. The claims of Plaintiff are typical of the claims of the members of each Settlement Class;
- iv. Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all of the Class Members; and
- v. Class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to the other available methods for a fair and efficient adjudication of this controversy.

5. The Court finds that the settlement of the Lawsuit, on the terms and conditions set forth in the Settlement Agreement, is in all respects fundamentally fair, reasonable, adequate and in the best interest of the Settlement Class Members, especially in light of the benefits to the Class Members, the strength of the Plaintiff's case, the complexity, expense, and probable duration of further litigation, the risk and delay inherent in possible appeals, the risk of collecting any judgment obtained on behalf of the class, and the limited amount of any potential total recovery for each Settlement Class.

6. The Non-Party Class Action Administrator — Pursuant to the terms of the Settlement Agreement, Navy Federal has retained a non-party administrator, RG/2 Claims Administration (the "Settlement Administrator"), to assist in the administration of the settlement and the notification to Settlement Class Members. Navy Federal shall be responsible for all costs and expense for the Class Administrator, which shall be paid in accordance with the terms of the

Settlement Agreement. The Class Administrator shall be responsible for mailing the approved class action settlement checks to the Class Members.

7. Notice — The Court finds that the manner of dissemination and content of the Notice Form as specified in detail in the Settlement Agreement, and which the Court had previously preliminarily approved:

- i. constituted the best notice practicable;
- ii. constituted notice that was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of the Litigation, of their right to object to or exclude themselves from the proposed settlement, of their right to appear at the Final Approval Hearing and of their right to seek monetary and other relief;
- iii. constituted reasonable, due, adequate and sufficient notice to all persons entitled to receive notice, and
- iv. met all applicable requirements of Due Process and any other applicable law or requirement, including Superior Court Rule of Civil Procedure 23(c)(2)(B). Full and fair opportunity has been afforded to the members of the Settlement Classes to be heard at and to participate in the Final Approval Hearing. The Court finds that the form and substance of the written notice of class action settlement (“Notice”), attached to the Settlement Agreement as Exhibit B, and its terms and conditions satisfy the requirements of and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice.

8. The Court further finds that the Settlement Agreement is supported by a significant majority of the members of the Settlement Classes. No Class Members objected, and no individuals excluded themselves from any Settlement Classes.

9. The Court finds that the Parties and the Settlement Administrator have fully complied with their respective obligations as set forth in the Order entered by this Court on July 7, 2020.

10. The proposed individual settlement of Plaintiff's claim arising under Counts III of the Complaint is the result of arm's length negotiation and are not inconsistent with the terms of the Settlement Agreement providing for relief to the Settlement Classes.

11. The proposed method for providing relief to Settlement Class Members, as set forth in the Settlement Agreement, is finally approved as fair, reasonable, adequate, just, and in the best interests of the Settlement Class, and the Parties are hereby ordered to provide and comply with the relief described in the Settlement Agreement in accordance with its terms. This includes the payment by Navy Federal of attorneys' fees and costs in the amounts of \$266,666.66 and \$11,346.50 respectively for Plaintiff's counsel's role as Class Counsel, which payment of attorney's fees shall be made as part of the Settlement sum of \$800,000 within fourteen (14) days of the Effective Date.

12. The Court finds that a service award to Plaintiff in the amount of \$7,500, to be paid by Defendant for service and assistance to the Settlement Class in the Class Action, is reasonable and appropriate. The service award is to be paid pursuant to the conditions set forth in the Settlement Agreement.

13. The Settlement Agreement and this Order shall be null and void if this Order is reversed, vacated, or modified in any material respect by the District of Columbia Court of

Appeals, the United States Supreme Court, or adverse action being taken by any other trial court or appellate court in any jurisdiction.

14. If (i) the Effective Date does not occur for any reason whatsoever or (ii) the Settlement Agreement becomes null and void pursuant to the terms of the Settlement Agreement, this Order shall be deemed vacated and shall have no force or effect whatsoever.

15. The Class Administrator shall issue the settlement checks, as provided for by the Settlement Agreement and as expeditiously as possible, but no later than thirty (30) days after the Effective Date. No checks will be mailed to Settlement Class Members for whom the Settlement Administrator is unable to obtain a valid mailing address and for whom the class notice was returned as undeliverable with no forwarding address. Each mailed check shall become void ninety (90) days after issuance. 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.

16. By operation of this Order, as of the Effective Date, and in consideration of the Settlement Agreement and the benefits extended to the Settlement Classes, the Class Representative, on behalf of herself and the Class Members, and each Class Member, on behalf of himself or herself or itself and his or her or its respective successors, assigns, past, present, and future parents, subsidiaries, joint venturers, partnerships, related companies, affiliates, unincorporated entities, divisions, groups, directors, officers, shareholders, employees, agents, representatives, servants, partners, executors, administrators, assigns, predecessors, successors, descendants, dependents, and heirs, do or by operation of this Order are deemed to have fully released and forever discharged Navy Federal from the Released Claims in accordance and consistent with the terms of the Settlement Agreement, but not as to any obligations created or owed to them under the terms of the Settlement Agreement.

17. The Court dismisses on the merits and with prejudice the Complaint in this Litigation without fees or costs except as provided in the Settlement Agreement, and this matter is dismissed with prejudice. Upon the Effective Date, the Class Representative and all members of the Settlement Classes who have not been excluded from the Settlement, shall be barred from asserting any Released Claim against Navy Federal, and any such members of the Settlement Classes shall have released any and all Released Claims against the Navy Federal.

18. The Court hereby authorizes the Parties, without further approval from the Court, to adopt such amendments, modifications and expansions of the Settlement Agreement and all Exhibits hereto as: (i) shall be consistent in all material respects with this Order; and (ii) do not limit the rights of the Parties or Settlement Class Members.

19. Without affecting in any way the finality of the judgment entered under this Order, this Court reserves continuing and exclusive jurisdiction over the Parties, including all Settlement Class Members, and the execution, consummation, administration and enforcement of the terms of the Settlement Agreement.

SO ORDERED.

DATED: October 30, 2020


HONORABLE JASON PARK
SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

Copies to counsel of record via CaseFileXpress.