

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
TRANSIT EMPLOYEES FEDERAL CREDIT UNION (“TEFCU”) was repossessed by TEFCU on
or between January 5, 2015, and the present, you are entitled to a CASH PAYMENT of at
least \$1,000.00 from a class action settlement.**

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

- (1) How many times TEFCU repossessed your vehicle during the time period extending from January 5, 2015, to the present;
- (2) Whether and how many times TEFCU sent a letter charging excessive repossession fees or storage fees, *regardless of whether you paid them*; and
- (3) Whether and how many times TEFCU sent a redemption letter that listed an incorrect vehicle storage address.

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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, *Sonya O. Carr v. Transit Employees Federal Credit Union*, because you are a member of the Settlement Class and entitled to a cash payment from the Settlement Fund.
 - The Settlement resolves claims that the Transit Employees Federal Credit Union (“TEFCU”) violated the D.C. Consumer Protection Procedures Act by:
 1. failing to provide adequate notices to the owners of vehicles that TEFCU repossessed;
 2. storing each repossessed vehicle somewhere other than (a) the District of Columbia, (b) the federal district or county where the owner lived when TEFCU repossessed the vehicle, or (c) the federal district or county from where TEFCU repossessed the vehicle; and
 3. 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, TEFCU has agreed to pay a total of Two Hundred and Fifteen Thousand Dollars and Zero Cents (\$215,000) (the “Settlement Payment”) which will include (1) \$115,126.98 to a Settlement Fund to pay Class Members, (2) \$11,000 to pay the costs of administering the Settlement, and 3) \$16,000 to pay the named Plaintiff for her individual claims and a service payment.
 - There are approximately fifty-four (54) or fewer Class Members and one-hundred and ten (110) alleged violations of the D.C. Municipal Regulations. Unless you exclude yourself from the Settlement, you and each other Class Member will receive at least one check for approximately \$1,046.60 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 up to \$72,873.02 in fees and expenses for investigating the facts, litigating the case, and negotiating the Settlement. Subject to Court approval, TEFCU 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 TEFCU 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 \$1,000.00 or more. 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.TEFCUREPOSETTLEMENT.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 TRANSIT EMPLOYEES FEDERAL CREDIT UNION (“TEFCU”). You are a member of one or more Settlement Classes if TEFCU, or its agent, repossessed your vehicle and thereafter 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, Sonya Carr, is called “Plaintiff,” and the company she sued, TEFCU, is called “Defendant.”

2. What is this lawsuit about?

This lawsuit was filed on January 5, 2018, in the Superior Court of the District of Columbia by Sonya Carr, who is the plaintiff in this case. The defendant, TEFCU, is a federal credit union operating in the District of Columbia. The lawsuit alleges that TEFCU violated various District of Columbia laws in connection with repossession of personal automobiles.

TEFCU 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, Sonya Carr), 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 John M. Campbell is in charge of this class action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or TEFCU. Plaintiff thinks she could have won at trial. TEFCU 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, TEFCU, 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 TEFCU's records, you are a member of the Settlement Class and are affected by the Settlement because, between January 5, 2015, through January 5, 2018 (the "Class Period"), TEFCU repossessed your vehicle and either sent you a post-repossession notice that did not comply with the DC UCC; improperly stored your repossessed vehicle in violation of the DC CPPA and DCMR; 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 two (2) Settlement Classes defined as follows:

Settlement Class. All persons (1) who are or were a party to a secured auto loan agreement with TEFCU by which TEFCU provided financing for the purchase of a motor vehicle, from a dealer, for personal use; (2) which vehicle TEFCU repossessed during the time period extending from January 2, 2015 to the present; (3) to whom TEFCU sent a redemption letter that either listed a repossession or storage fee in excess of that permitted by 16 DCMR § 342.2 or listed an incorrect vehicle storage address in violation of 16 DCMR § 341.1(e); and (4) who have not properly and timely opted out of the Settlement.

Tradelines Deletion Eligible Class. All persons included in the Settlement Class whose vehicles were sold at auction, creating post-sale deficiency balances.

THE SETTLEMENT BENEFITS — WHAT YOU GET

6. What does the Settlement provide?

In this case, there are approximately fifty-four (54) or fewer Class Members in each Settlement Class and one-hundred and ten (110) alleged violations of the D.C. Municipal Regulations. TEFCU has agreed to contribute \$117,000 into a Settlement Fund for the cash settlement payments to all Class Members.

If your vehicle was sold at auction following TEFCU's repossession, you are also eligible for a modification of your credit report by requesting a deletion of the three major credit bureau's tradelines associated with your auto loan account with TEFCU. In order to request this modification of your credit report, you must fill out and submit the attached Credit Reporting Modification Request Form to the Settlement Administrator by November 11, 2019.

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

Subject to the Court's approval, TEFCU will also pay an amount not to exceed \$72,873.02 for attorneys' fees and 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. Only individuals who are part of the Tradeline Deletion Eligible Class need to fill out and submit the attached Credit Reporting Modification Request, as explained in greater detail above, in question 6 under Basic Information.

The Court has already granted preliminary approval of the settlement. Because you did not receive notice prior to the Court's granting of preliminary 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 October 7, 2019. If Judge Campbell 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.TEFCUREPOSETTLEMENT.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 TEFCU 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 TEFCU 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 *Sonya O. Carr v. Transit Employees Federal Credit Union*, Civil Action No. 2017 CA 008613 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 October 7, 2019 and addressed to the Administrator, with a copy to: J.P. McGuire Boyd, Jr., Esq., WILLIAMS MULLEN 200 South 10th St., Suite 1600, Richmond, VA 23219. With a copy to Class Counsel at 412 H Street NE, 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) TEFCU in the future.

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

No. Unless you exclude yourself, you give up any right to sue TEFCU 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 October 7, 2019.

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 TEFCU.

THE LAWYERS REPRESENTING YOU

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 \$72,873.02 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. TEFCU 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 *Sonya O. Carr v. Transit Employees Federal Credit Union*, Civil Action No. 2017 CA 008613 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 October 7, 2019:

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
Esfand Nafisi
Migliaccio & Rathod LLP
412 H Street NE
Suite 302
Washington, DC 20002

DEFENSE COUNSEL:

J.P. McGuire Boyd, Jr.
Turner A. Broughton
WILLIAMS MULLEN
200 South 10th St., Suite
1600
Richmond, VA 23219

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

The Court previously held a fairness hearing after which it approved the settlement. If you object, the Court will hold another 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?

The Court will hold a Fairness Hearing on November 22, 2019 at 10:30 am, at the Superior Court of the District of Columbia, Court Building A, Room 519, 515 Fifth Street, N.W., Washington, D.C. 20001. At the hearing, the Court considered whether the Settlement was fair, reasonable, and adequate. At that time, there were no objections. If you object, Judge Campbell will hold another Fairness Hearing to consider your 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 and time of 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 come to the hearing?

No. Class Counsel will answer questions Judge Campbell may have. But, you are welcome to come at your own expense. If you send an objection, you don’t have to come to Court 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 *Sonya O. Carr v. Transit Employees Federal Credit Union*, Civil Action No. 2017 CA 008613 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 October 7, 2019, 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.

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 TEFCU 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: RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479 or by visiting WWW.TEFCUREPOSETTLEMENT.COM.

21. How do I get more information?

You can call 1-866-742-4955 toll free; write to TEFCU Class Action, RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479; or visit the website at WWW.TEFCUREPOSETTLEMENT.COM where you will find answers to common questions about the Settlement.

DATE: August 23, 2019

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

SONYA O. CARR, *on behalf of herself and all
others similarly situated,*

Plaintiff,

v.

TRANSIT EMPLOYEES FEDERAL CREDIT
UNION,

Defendant

C.A. No. 2017 CA 008613 B
Judge: Hon. John M. Campbell

CREDIT REPORTING MODIFICATION REQUEST FORM

This form must be returned and postmarked by November 13, 2019 and returned to:

TEFCU Class Action
RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

I have read the attached "Notice of Settlement" and have elected not to opt out of the Settlement. I am a member of the Tradeline Deletion Eligible Class because my vehicle was sold at auction following TEFCU's repossession. By submitting this document to the above Settlement Administrator, I request a deletion of the three major credit bureau's tradelines associated with my auto loan account with Transit Employees Federal Union ("TEFCU").

Date

Signature

Print Name Legibly

Street/Apartment

City/State/Zip Code

Telephone Number