

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

DAMETRIUS HARRISON, and VICKI JO
HINES NORTON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

HUGHES FEDERAL CREDIT UNION,

Defendant.

Case No.: C20232230

(The Hon. Greg Sakall)

**ORDER CERTIFYING SETTLEMENT CLASS, PRELIMINARILY APPROVING
CLASS SETTLEMENT, AND DIRECTING THE ISSUANCE OF NOTICE TO THE
SETTLEMENT CLASS**

This Court has before it a proposed class action settlement. Having reviewed the Class Action Settlement Agreement and Release filed in support of Plaintiffs' Motion for Preliminary Approval (the "Settlement Agreement"), having reviewed Plaintiffs' Motion for Preliminary Approval, having been advised that Defendant Hughes Federal Credit Union ("HFCU") joins in the relief requested, and based on the facts and circumstances at issue in this case, the Court finds and ORDERS as follows:

SUMMARY OF CLAIMS AND DEFENSES

1. Plaintiffs Dametrius Harrison and Vicki Jo Hines Norton allege that HFCU violated Arizona law in connection with notices sent to borrowers following repossession of motor vehicles. Plaintiffs contend that the notices failed to comply with applicable provisions of Arizona's Uniform Commercial Code and seek statutory damages and related relief on behalf of themselves and similarly situated borrowers.

2. HFCU denies any liability, denies that its notices or practices violated any law, denies that Plaintiffs or Settlement Class Members are entitled to any recovery, and asserts defenses to the claims. HFCU nevertheless consents, for settlement purposes only, to certification of the Settlement Class and preliminary approval of the Settlement.

CLASS FINDINGS FOR SETTLEMENT PURPOSES

3. For settlement purposes only, the Court preliminarily finds that the requirements of Arizona Rule of Civil Procedure 23(a) and Rule 23(b)(3) are satisfied.

4. Numerosity is satisfied because HFCU represents that its records identify 3,815 Secured Obligations, some with co-borrowers, for a total of 4,548 borrowers.

5. Commonality and predominance are satisfied because the claims turn on common factual and legal questions, including whether HFCU repossessed or ordered repossession of financed vehicles, whether the post-repossession notices and related conduct complied with Arizona law, and the measure of statutory damages and settlement relief.

6. Typicality is satisfied because the Class Representatives' claims arise from the same alleged course of conduct and legal theories as the claims of Settlement Class Members.

7. Adequacy is satisfied because the interests of Dametrius Harrison and Vicki Jo Hines Norton appear aligned with the interests of the Settlement Class, and because proposed Class Counsel are experienced in consumer and class action litigation.

8. For settlement purposes, a class action is superior to other available methods for fairly and efficiently resolving the controversy, particularly given the common questions presented, the number of Settlement Class Members, and the efficiency of resolving the claims and disputed Deficiencies in a single proceeding.

SETTLEMENT CLASS, CLASS REPRESENTATIVES, AND CLASS COUNSEL

9. The Court preliminarily certifies the following Settlement Class for settlement purposes only: (a) all persons who financed the purchase of a motor vehicle for consumer use through Hughes, or who financed the purchase of such vehicle through another entity but such finance agreement was thereafter assigned to HFCU; (b) whose vehicle was pledged as collateral under the finance agreement; (c) from whom HFCU, as secured party, repossessed the vehicle or ordered it repossessed; (d) who had an Arizona address as of the date of repossession; (e) in the period commencing May 18, 2019 through August 4, 2023.

10. Dametrius Harrison and Vicki Jo Hines Norton are appointed as Class Representatives.

11. Cary L. Flitter, Andrew M. Milz, Jody T. López-Jacobs, and Edward Flitter, along with Flitter Milz, P.C., and Mark Rubin, along with Rubin & Bernstein PLLC, are appointed as Class Counsel for settlement purposes.

PRELIMINARY APPROVAL OF SETTLEMENT

12. The Court preliminarily approves the Settlement as fair, reasonable, and adequate, as it falls within the range of reasonableness as required for final approval.

13. The Settlement provides, among other relief, a \$7,000,000.00 Settlement Fund; release and resolution by accord and satisfaction of approximately \$25,603,000.00 in claimed Deficiencies, subject to the terms of the Settlement Agreement and any timely Election Not to Accept Compromise of Disputed Deficiency Balance; and a request by HFCU that Credit Reporting Agencies delete the trade lines for the motor vehicle Secured Obligations and Deficiencies at issue.

14. The Court preliminarily finds that, except for Settlement Class Members who properly submit an Election Not to Accept Compromise of Disputed Deficiency Balance, the Settlement's release and resolution of disputed Deficiencies constitutes a bona fide accord and satisfaction as described in the Settlement Agreement.

15. This Order does not constitute any admission or finding of liability, wrongdoing, or the propriety of class certification outside the settlement context.

FINAL APPROVAL HEARING

16. A Final Approval Hearing shall be held on **December 7, 2026, at 10:00 AM**, in a courtroom to be designated by the Superior Court of the State of Arizona, Pima County, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate; whether judgment should be entered; whether the requested Class Representative service awards, Class Counsel attorney fees and expenses, and administration costs should be approved; and such other matters as may properly come before the Court.

17. The Final Approval Hearing may be continued or adjourned without further notice to the Settlement Class, except that notice of any continuance shall be provided to persons who filed timely and valid objections.

NOTICE TO THE SETTLEMENT CLASS

18. The Court approves the Class Notice substantially in the form attached to the Settlement Agreement as Exhibit B. The Court also approves use of the Election Not to Accept Compromise of Disputed Deficiency Balance form attached to the Settlement Agreement as Exhibit D, to be provided with the Class Notice.

19. Subject to the terms of the Settlement Agreement, HFCU shall provide the Settlement Administrator with the confidential Settlement Class list required by the Settlement

Agreement. The Settlement Administrator shall update addresses through the National Change of Address database and other reasonable means as set forth in the Settlement Agreement.

20. The Settlement Administrator shall mail the Class Notice by first-class United States mail to Settlement Class Members at updated addresses within the time required by the Settlement Agreement. If notice is returned with a forwarding address or if a more current address is located through reasonable address-update procedures, the Settlement Administrator shall promptly re-mail notice to that address.

21. The Court finds that the approved notice program is the best notice practicable under the circumstances; is reasonably calculated to apprise Settlement Class Members of the Settlement, their rights, deadlines, and options; and satisfies Arizona law, Rule 23, the United States Constitution, and due process.

EXCLUSIONS, ELECTIONS, OBJECTIONS, AND APPEARANCES

22. A Settlement Class Member who wishes to opt out of the Settlement must mail a written request for exclusion to the Settlement Administrator, postmarked no later than forty-two (42) days after the initial mailing of the Class Notice. The request must include the Settlement Class Member's full name, current address, telephone number, signature, and a statement of intent not to participate in the Settlement. No Settlement Class Member, or proxy, may exclude any other Settlement Class Member, and no request may be made on behalf of a group.

23. A Settlement Class Member who does not opt out but does not want HFCU's claimed Deficiency compromised as part of the Settlement must submit an Election Not to Accept Compromise of Disputed Deficiency Balance form to the Settlement Administrator, postmarked no later than the deadline stated in the Class Notice.

24. A Settlement Class Member who wishes to object to the Settlement, the requested service awards, Class Counsel attorney fees or expenses, or any other aspect of the Settlement must file a written Notice of Objection with the Court and mail copies to the Settlement Administrator, Class Counsel, and Defense Counsel, postmarked no later than forty-two (42) days after the initial mailing of the Class Notice.

25. The Notice of Objection must include the information required by the Settlement Agreement and Class Notice, including the objector's name, address, telephone number, email address if available, last four digits of Social Security number, each objection and supporting facts, any documents or evidence relied upon, any attorney or expert information, whether the objector intends to appear, and a signed declaration under penalty of perjury.

26. Settlement Class Members who fail to submit a timely and proper request for exclusion shall be bound by all proceedings, orders, and judgments in this action if the Settlement receives final approval. Settlement Class Members who fail to timely and properly object shall be deemed to have waived their objections.

The addresses for exclusions, elections, objections, and notices of appearance are:

Settlement Administrator	Class Counsel	Defense Counsel
HFCU Repossession Class Settlement P.O. Box 23648 Jacksonville, FL 32241	Jody T. López-Jacobs FLITTER MILZ, P.C. 450 N. Narberth Ave., Suite 101 Narberth, PA 19072	Bradley E. Faber GORDON REES SCULLY MANSUKHANI, LLP 1 N. Wacker, Suite 1600 Chicago, IL 60606

PROOF OF NOTICE AND FURTHER PROCEEDINGS

27. Within seven (7) days after the deadline to opt out or object, the Settlement Administrator shall provide to Class Counsel an affidavit describing the administration and results of the notice program, including the number of Class Notices mailed and deemed undeliverable, and identifying any persons who validly objected to or requested exclusion from the Settlement.

28. Plaintiffs shall file their motion for final approval, request for Class Representative service awards, and application for Class Counsel attorney fees and expenses at least ten (10) calendar days before the Final Approval Hearing, unless otherwise ordered by the Court.

29. If the Settlement is not finally approved, is terminated, or otherwise does not become effective, this Order shall be null and void and without prejudice to the rights of the Parties, as set forth in the Settlement Agreement.

IT IS SO ORDERED.


HON. GREG SAKALL
(ID: 5e35dba1-2c4b-4c5a-bf6a-866d0693868c)

COURT NOTICE
THE ORIGINAL FILER MUST SERVE A COPY OF THIS ORDER/NOTICE/JUDGMENT
ON ALL PARTIES HAVING APPEARED IN THIS CASE.