

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)

CLASS ACTION SETTLEMENT

AGREEMENT AND RELEASE

TABLE OF CONTENTS

	<u>PAGE</u>
I. DEFINITIONS.....	5
II. GENERAL TERMS OF THE SETTLEMENT	9
2.01. <u>Conditional Nature of Agreement.</u>	9
2.02. <u>Effect of Disapproval.</u>	10
2.03. <u>Denial of Liability.</u>	10
2.04. <u>Settlement Class Certification.</u>	11
2.05. <u>Proposed Order for Preliminary Approval.</u>	11
2.06. <u>Monetary Relief to Settlement Class Members.</u>	11
2.07. <u>Identification of the Settlement Class.</u>	14
2.08. <u>Electronic List.</u>	14
2.09. <u>Credit Reporting and Collections.</u>	15
2.10. <u>Cease and Desist Collection.</u>	16
2.11. <u>Covenant Not to Sue.</u>	16
2.12. <u>Satisfaction of Monetary Judgments Against Settlement Class Members.</u>	17
2.13. <u>Attorneys' Fees and Expenses</u>	17
2.14. <u>Individual Service Award.</u>	18
III. ADMINISTRATION OF THE SETTLEMENT	18
3.01. <u>Costs of Administration.</u>	18
3.02. <u>Treatment of Settlement Class Members Who Have Moved or Died.</u>	18
3.03. <u>First Distributions.</u>	19
3.04. <u>Second Distributions</u>	20
3.05. <u>Notification to Class Counsel.</u>	20
3.06. <u>Residual Funds/ Cy Pres.</u>	20
3.07. <u>Certification of Distribution.</u>	21
IV. CLASS SETTLEMENT PROCEDURES	21
4.01. <u>Motion for Preliminary Approval.</u>	21
4.02. <u>Notice of Class Settlement.</u>	23
4.03. <u>Opting Out.</u>	23
4.04. <u>Procedure for Objections to Settlement.</u>	24
4.05. <u>Order and Final Judgment.</u>	26
4.06. <u>Settlement Administrator Duties and Consent to Jurisdiction.</u>	26
V. RELEASES.....	27

5.01.	<u>Release by the Parties and the Settlement Class Members.</u>	27
5.02.	<u>Unknown Claims or Losses.</u>	27
VI.	QUALIFIED SETTLEMENT FUND	28
6.01.	<u>Definition.</u>	28
6.02.	<u>Employer Identification Number.</u>	28
6.03.	<u>Relation-Back.</u>	28
6.04.	<u>HFCU's Obligations After Making Deposits.</u>	28
6.05.	<u>Administration Tax Obligations.</u>	29
VII.	MISCELLANEOUS PROVISIONS	29
7.01.	<u>Parties to Use Best Efforts to Effectuate Settlement.</u>	29
7.02.	<u>Choice of Law and Venue.</u>	29
7.03.	<u>Entire Agreement.</u>	29
7.04.	<u>Modification Only in Writing.</u>	30
7.05.	<u>No Ambiguity To Be Construed In Favor of Either Party.</u>	30
7.06.	<u>No Reliance.</u>	30
7.07.	<u>Successors.</u>	31
7.08.	<u>Waivers.</u>	31
7.09.	<u>Counterparts.</u>	31
7.10.	<u>Retention of Jurisdiction.</u>	31
7.11.	<u>Gender Neutrality.</u>	31
7.12.	<u>Taxes.</u>	31
7.13.	<u>No Opt Out Solicitation or Inducement.</u>	32
7.14.	<u>Authority.</u>	33
7.15.	<u>Exhibits.</u>	33

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE¹

Subject to final approval by the Court and in exchange for the good and valuable consideration set forth herein, this Class Action Settlement Agreement and Release, dated as of the date of the last signature affixed hereto, by and between Dametrius Harrison (“Harrison”) and Vicki Jo Hines Norton (“Norton”) (collectively referred to as the “Class Representatives” or “Plaintiffs”) on behalf of themselves and the Settlement Class Members, and Hughes Federal Credit Union (“HFCU” or the “Credit Union”), intending that as among the Parties, including all Settlement Class Members, and the Settled Claims shall be fully and finally settled, and released, and the Litigation shall be dismissed with prejudice as to all Parties upon the terms and conditions set forth below.

WHEREAS, on May 18, 2023, Harrison filed this action in the Superior Court of Pima County as captioned: *Dametrious Harrison, individually and on behalf of all others similarly situated, v. Hughes Federal Credit Union*, Case No. C20232230 (the “Harrison Litigation”). Harrison alleged in his Complaint that HFCU violated Arizona law with respect to certain notices HFCU sent to credit union members following the repossession of their vehicles;

WHEREAS, on May 15, 2024, Harrison and his then co-Plaintiff Joe Garcia (“Garcia”) filed an Amended Class Action Complaint, and HFCU later responded by filing a “Partial Answer and Affirmative Defenses to Plaintiff’s Amended Class Action Complaint,” in which HFCU asserted affirmative defenses and denied any and all liability with respect to the allegations and claims previously and currently alleged in the Harrison Litigation, and further denied that the Settlement Class Members are entitled to any recovery;

WHEREAS, on March 26, 2025, HFCU filed an Amended Counterclaim;

¹ Identified terms used in these recitals and whereas clauses shall have the meanings ascribed to them as set forth in § I of this Agreement.

WHEREAS, on June 12, 2025, Harrison filed an Answer and Affirmative Defenses to HFCU's Amended Counterclaim;

WHEREAS, on November 26, 2024, Harrison filed a Motion for Class Certification, which is not yet fully briefed and remains pending;

WHEREAS, on June 25, 2025, Norton filed a separate class action in the Superior Court of Pima County in a matter captioned *Vicki Jo Hines Norton, individually and on behalf of all others similarly situated, v. Hughes Federal Credit Union*, Case No. C20254310 (the "Norton Litigation"), in which Norton alleged in her Complaint that HFCU violated Arizona law with respect to certain notices HFCU sent to credit union members following the repossession of their vehicles;

WHEREAS, on August 26, 2025, HFCU filed an Answer and Affirmative Defenses to Norton's Class Action Complaint in which HFCU denied any and all liability with respect to the allegations and claims previously and currently alleged in the Norton Litigation, and further denied that the Settlement Class Members are entitled to any recovery;

WHEREAS, on December 3, 2025, Norton filed a Motion for Class Certification, which is not yet fully briefed and remains pending;

WHEREAS, contested issues of both law and fact exist concerning the allegations and claims made in the Harrison Litigation and Norton Litigation;

WHEREAS, Class Counsel has conducted an extensive investigation including through formal discovery into the facts and law relating to the Harrison Litigation and Norton Litigation;

WHEREAS, the Parties, through counsel engaged in extensive arms-length settlement negotiations, which included three mediations over three years (May 10, 2024, September 5, 2025, and February 20, 2026), ultimately resulting in an agreement in principle to be memorialized

herein and presented to the Court for approval;

WHEREAS, the Parties agree that an amended complaint will be filed on consent of the Parties whereby Ms. Norton is included as a second Plaintiff to the Harrison Litigation, and Plaintiff Norton shall thereafter voluntarily dismiss the Norton Litigation “without prejudice” until such time as the Court grants final approval of class settlement in this action, at which point that dismissal shall become one “with prejudice”;²

WHEREAS, the Parties stipulate to a Settlement Class, pending preliminary and final approval by the Court, comprising and defined as: (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;

WHEREAS, Plaintiffs and HFCU hereby execute this Settlement Agreement and intend to urge its approval by the Court after consideration of the following substantial benefits that the settlement bestows upon the Settlement Class as further described below:

- (i) HFCU will pay the sum of \$7,000,000.00 to create a Settlement Fund that will be used to provide monetary relief to Settlement Class Members, to pay Class Counsel’s approved fees and expenses, to pay approved Class Representative service awards, and to pay the costs of Class Notice and administration of the Settlement, all as approved by the Court;
- (ii) HFCU will release its claims with respect to Harrison, Norton, and the Settlement

² The Parties agree that in the event this Settlement is not finally approved, Plaintiff Norton’s claims shall proceed in the Harrison Litigation, not the Norton Litigation.

Class Members relating to the Deficiencies of any Settlement Class Member Secured Obligations, totaling to approximately \$25,603,000 in claimed Deficiencies, which are disputed and are resolved by this Agreement through accord and satisfaction; and,

(iii) HFCU will request that Credit Reporting Agencies delete entirely any existing trade lines from Settlement Class Members' credit files relating to the finance agreements at issue in this Litigation in the manner set forth at ¶ 2.09 below.

WHEREAS, Class Counsel has fully analyzed and evaluated the merits of the Parties' contentions and this Settlement as it affects all Parties (including the absent Settlement Class Members), has deposed the designees of HFCU, and has reviewed copious documents and data; and after taking into account the foregoing along with the substantial risks of continued litigation, is satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that the settlement of the Harrison Litigation and Norton Litigation is in the best interests of the Settlement Class; and,

WHEREAS, HFCU denies any and all liability in connection with the Harrison Litigation and Norton Litigation, but nevertheless desires to resolve the Harrison Litigation and Norton Litigation on the terms and conditions herein set forth, for the purposes of avoiding the burden, expense, and uncertainty of continuing litigation, and for the purpose of putting to rest any and all controversies engendered by the Harrison Litigation and Norton Litigation;

NOW THEREFORE, intending to be legally bound and in consideration of the covenants and agreements set forth in this Agreement, the Class Representatives, the Settlement Class, and HFCU agree to the settlement of this Litigation and the settlement and dismissal of the Norton Litigation, subject to Court approval, as follows:

I. DEFINITIONS

1.01. “Agreement,” “Settlement,” and “Settlement Agreement” mean this Class Action Settlement Agreement and Release.

1.02. “Cash Payment Eligible Settlement Class Members” means Settlement Class Members whose Class Notice is not returned as undeliverable within the meaning of ¶ 4.02.

1.03. “Class Counsel” means Cary L. Flitter, Andrew M. Milz, Jody T. López-Jacobs, and Edward Flitter along with the law firm Flitter Milz, P.C., and Mark Rubin along with the law firm Rubin & Bernstein PLLC.

1.04. “Class Notice” means the Court-approved notice of class settlement to be sent to Class Members pursuant to ¶ 4.02.

1.05. “Class Period” means the period from May 18, 2019 to Aug. 4, 2023.

1.06. “Court” means the Superior Court of Pima County, Arizona.

1.07. “Credit Reporting Agency” means Experian Information Solutions, Inc., Equifax, Inc. Trans Union, LLC, and any other consumer reporting agency to whom HFCU has reported the Secured Obligations or Deficiencies of Class Members.

1.08. “Credit Union’s Counsel” means James R. Branit, Bradley E. Faber, and Natasha Singh of the law firm GORDON REES SCULLY MANSUKHANI, LLP, 1 N. Wacker, Suite 1600, Chicago, IL 60606, and John L. Condrey of the law firm GORDON REES SCULLY MANSUKHANI, LLP, Two North Central Avenue, Suite 2200, Phoenix, Arizona 85004.

1.09. “Deficiency” means any amount allegedly owed to HFCU by a borrower/Settlement Class Member, as accounted for by HFCU, and after sale proceeds (if any) from the sale of a Settlement Class Member’s repossessed vehicle are applied to reduce the balance. This definition shall not apply to amounts owed and collected prior to preliminary

approval of this Settlement Agreement.

1.10. “Distribution Date” means the date not later than thirty calendar days after the Effective Date and is the date on or about which the Settlement Administrator will issue settlement payments to Cash Payment Eligible Settlement Class Members.

1.11. “Effective Date” means the date thirty-one days after the entry by the Court of the Final Order Approving Class Action Settlement (the “Final Approval Order”), if no appeal is timely filed. If an appeal is timely filed, the “Effective Date” shall mean the date seven days after either: (a) entry of an order affirming the Final Approval Order and when the applicable period for the initiation of any further appeal of the affirmance of the Final Approval Order has expired without a further appeal or petition for allowance of appeal having been filed; or (b) if an appeal is taken but dismissed with prejudice, the date of dismissal.

1.12. “Final Approval Order” means an Order entered by the Court indicating a Final Order Approving Class Action Settlement, finally approving the Agreement and the “Settlement.”

1.13. “Final Hearing Date” means the date set by the Court for the hearing on final approval of the “Settlement.”

1.14. “First Distribution” means the initial two rounds of payments from the Net Fund to Cash Payment Eligible Settlement Class Members by the Settlement Administrator.

1.15. “Hughes Federal Credit Union” or “HFCU” or the “Credit Union” includes its affiliates, subsidiaries or parent companies and/or divisions, and all of its respective officers, directors, partners, employees, associates, trustees, agents, accountants, attorneys, insurers, including but not limited to CUNA Mutual Insurance Society, predecessors, successors, and assigns.

1.16. “Net Fund” means the proceeds of the Settlement Fund after the deduction of

approved Class Counsel fees and expenses, approved class representative service award, and costs of administration.

1.17. “Parties” means the Class Representatives, the Settlement Class Members, and HFCU.

1.18. “Preliminary Approval” of this Agreement means that the Court has entered an order pursuant to the Arizona Rules of Civil Procedure preliminarily approving the terms and conditions of this Agreement, including the content and manner of notice to the Settlement Class in substantially the manner presented.

1.19. “Released Persons” shall mean HFCU and its insurers, including their current and former officers, directors, successors, predecessors, subsidiaries, parent companies, divisions, employees, attorneys, and agents.

1.20. “Releasors” means the Class Representatives and all Settlement Class Members, and each of their respective heirs, executors, administrators, assigns, predecessors, and successors, and any other person claiming jointly with or by or through any or all of them. The Releasors shall not include: (a) any members of the Settlement Class who opt out of the Settlement; or (b) any person(s) not identified by HFCU as a member of the Settlement Class.

1.21. “Repossession Notice” means a notice sent after the repossession of a vehicle advising the borrower of, *inter alia*, their right to redeem.

1.22. “Second Distribution” means, after the conclusion of the two rounds of checks issued in the First Distribution, the distribution of payments to Cash Payment Eligible Settlement Class Members who cashed their First Distribution check.

1.23. “Secured Obligation” means the finance agreement, loan agreement, retail installment sales contract, or comparable vehicle finance transaction to which each Settlement

Class Member and HFCU were parties and on which each Settlement Class Member allegedly defaulted, and where the alleged default resulted in the vehicle repossession.

1.24. “Settled Claims” means all claims, demands, actions, causes of action, rights, offsets, suits, damages, lawsuits, liens, costs, losses, expenses, or liabilities of any kind , other than those outlined in this Section, for any relief whatsoever, including monetary, injunctive, or declaratory relief, rescission, general, special, statutory, and punitive damages, as well as any claims for treble damages, penalties, attorneys’ fees, costs, or expenses, whether known or unknown, suspected or unsuspected, contingent or vested, which HFCU, the Class Representatives, or any Settlement Class Member has had, now has, or will ever have, arising out of the Class Representative’s or Settlement Class Member’s Secured Obligation with HFCU.

HFCU acknowledges that “Settled Claims” includes any Deficiencies allegedly owed by any Settlement Class Member in connection with their Secured Obligation, unless that Settlement Class Member timely submitted an Election Not to Accept Compromise of Disputed Deficiency Balance. HFCU represents that the aggregate total of Deficiencies claimed is approximately \$25,603,000.00. The Parties acknowledge a bona fide dispute with respect to HFCU’s entitlement to any claimed Deficiencies and agree to their resolution by accord and satisfaction.

The term “Settled Claims” does not include any (1) claims for personal injuries, (2) claims under the Servicemembers Civil Relief Act, 50 U.S.C. § 3901, (3) claims arising from other accounts or lending relationships among the Parties, the Settlement Class Members, or their agents, vendors, or affiliates, apart from the Secured Obligations at issue in the Harrison Litigation or Norton Litigation, or (4) claims by HFCU against any Settlement Class Member following the reinstatement of a Settlement Class Member Secured Obligation (*i.e.*, where the Settlement Class Member paid HFCU to get the repossessed vehicle back before auction).

1.25. "Settlement" means the compromise in settlement memorialized in this Agreement.

1.26. "Settlement Administrator" means an independent class action settlement administration company, or any similar company chosen at the discretion of Class Counsel and approved by the Court to handle administration of the class settlement, including notice and payments to the Settlement Class and others.

1.27. "Settlement Class" is defined as (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.

1.28. "Settlement Class Members" means those persons who, along with the Class Representatives, comprise the Class, and who have not opted out of the Settlement.

1.29. "Settlement Fund" or "QSF" means the amount of \$7,000,000.00 provided by HFCU, or on HFCU's behalf, to the Settlement Administrator for deposit into a federally insured financial institution. The Settlement Fund may not be commingled with any other funds; it may be held in cash, cash equivalents, certificates of deposit, or instruments insured by an arm of or backed by the United States government.

1.30. As used herein, the plural of any defined term includes the singular thereof and the singular of any defined term includes the plural thereof as the case may be.

II. GENERAL TERMS OF THE SETTLEMENT

2.01. Conditional Nature of Agreement.

This Agreement, including all associated exhibits and attachments, is made for the sole

purpose of attempting to consummate a settlement of this Litigation on a class-wide basis. The Agreement is made in compromise of disputed claims. The Agreement is intended by the Parties to fully, finally, and forever resolve the Settled Claims subject to the terms and conditions set forth in this Agreement. Because this Agreement resolves a putative class action on a class-wide basis, it must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis, subject to the final approval of the Court.

2.02. Effect of Disapproval.

If the Court does not enter the Final Approval Order, or the Agreement does not become final for any reason, this Agreement shall be of no force or effect whatsoever (except with respect to this paragraph and with respect to the return of funds as indicated in this Agreement). The Parties agree that if the Court does not approve the Agreement, or any appellate court disapproves of the Agreement in any way that prevents the Agreement from becoming final and effective, no Party will use or attempt to use any conduct or statement of any other Party in connection with this Agreement, including any effort to seek approval of the settlement, to affect or prejudice any other Party's rights in any ensuing litigation.

If this Agreement terminates pursuant to its terms without final approval, this Litigation shall revert to its status as it existed before the execution of this Agreement, and any monies paid or advanced by HFCU shall be returned or reimbursed within fourteen days, except for any portion of the funds advanced to or due the Settlement Administrator for services actually rendered.

2.03. Denial of Liability.

The Parties are entering into this Agreement to resolve vigorously disputed claims that have arisen between them and avoid the burden, expense and risk of further litigation. HFCU denies the validity of all claims asserted against it in the Harrison Litigation and Norton Litigation.

By entering into settlement negotiations and ultimately this Agreement, the Credit Union is not making any agreement, admission or concession regarding any claims or defenses alleged or asserted. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by HFCU of any legal violations, any legal requirement, or any failure to comply with any applicable law.

Harrison denies the validity of all counterclaims asserted against him in the Harrison Litigation. By entering into settlement negotiations and ultimately this Agreement, Harrison is not making any agreement, admission or concession regarding any claims or defenses alleged or asserted. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Harrison of any legal violations, any legal requirement, or any failure to comply with any applicable law.

2.04. Settlement Class Certification.

The Parties agree that the Settlement Class shall be certified for purposes of settlement, that Harrison and Norton shall be appointed as Settlement Class Representatives, and that Cary L. Flitter, Andrew M. Milz, Jody T. López-Jacobs, and Edward Flitter along with the law firm Flitter Milz, P.C., and Mark Rubin along with the law firm Rubin & Bernstein PLLC, shall be appointed as Class Counsel, subject to approval of the Court.

2.05. Proposed Order for Preliminary Approval.

In connection with the application for Preliminary Approval of this Agreement, the parties shall submit to the Court a proposed order in the form attached as Exhibit A.

2.06. Monetary Relief to Settlement Class Members.

(a) Within thirty days following the entry of an order granting Preliminary Approval, and the receipt of an IRS Form W-9 from the Settlement Administrator and Class Counsel, HFCU

will deposit into an account created by the Settlement Administrator in the amount of \$7,000,000.00, designated as funding the Settlement Fund in this Litigation, for deposit into a federally insured interest-bearing bank or financial institution with branches in Arizona as shall be determined and set up by the Settlement Administrator.

The Settlement Fund includes all costs, fees, or other payments, including but not limited to the costs of notice and administration, attorneys' fees, any accounting opinion required to obtain Final Approval and/or satisfy the Court in its consideration of Final Approval, litigation expenses and costs, and class representative compensation. Under no circumstances shall HFCU be responsible for an amount in excess of \$7,000,000.00 in connection with this Settlement. The Settlement Fund shall be used solely for purposes of implementing this Agreement, which will be used to provide monetary relief to Cash Payment Eligible Settlement Class Members, to pay Class Counsel's attorney fees and expenses as approved by the Court, to pay any approved Class Representative service award, and to pay for costs of notice and administration.

The Settlement Fund shall be returned to HFCU if the Settlement is rescinded, terminated, vacated, voided, or the Effective Date does not arrive for any other reason; except that the Settlement Administrator may retain a portion of the fund for services rendered.

The Settlement Administrator shall sign a confidentiality agreement with HFCU which shall provide that the information provided to it by HFCU about the Settlement Class Members shall be treated as confidential and shall be used only as required by this Settlement Agreement. The names, addresses and other identifying information shall not be provided to Class Counsel except on an as needed basis when a class member inquires, in which case, only the name, address, email address (if available), phone number (if available), and deficiency balance of that Class

Member shall be communicated. Nothing in this paragraph prohibits a Settlement Class Member from independently contacting Class Counsel based on information contained in the Class Notice.

(b) Settlement Class Relief. Cash Payment Eligible Settlement Class Members shall be entitled to a pro rata share of the Net Fund. The amount of each Settlement Class Member's payment will be based on the finance charge and amount financed as set forth on the member's respective note or contract, per Secured Obligation. By way of illustration, for a Settlement Class Member who financed the purchase of an automobile for \$25,000 with a stated finance charge of \$5,000, their statutory damages under the Uniform Commercial Code would be \$7,500 (\$5,000 finance charge plus 10% of the amount financed, *i.e.* \$2,500). That Cash Payment Eligible Settlement Class Member would be paid approximately 14.69% of that amount, which equals approximately \$1,101.75. If two or more Cash Payment Eligible Settlement Class Members share a single Secured Obligation (e.g., if there are co-borrowers), those individuals shall be entitled to a single recovery per repossessed vehicle, but payments will issue to each individual for their proportionate, equal share. If a Cash Payment Eligible Settlement Class Member had more than one vehicle repossessed, such member shall be entitled to a separate recovery for each Secured Obligation. Any Cash Payment Eligible Settlement Class Member who had the same vehicle repossessed more than once shall be entitled to only one recovery per vehicle, not per repossession.

(c) Illustration. By way of illustration, if the Court were to approve Class Counsel fees and litigation expenses in the sum of \$2,800,000.00 and \$50,000.00, respectively, administrative expenses of \$50,000.00, and Class Representative service awards of \$15,000.00 to each Plaintiff, the Net Fund would be \$4,070,000.00. Each Settlement Class Member would receive their pro rata share of the Net Fund based on the formula that will provide approximately 14.69% of the full statutory damages provided under A.R.S. § 47-9625(c)(2). The average settlement class member

check is approximately \$1,067.00.

(d) Administration. The Settlement Administrator, subject to such supervision and direction of the Court as may be necessary, shall be responsible for and shall administer and oversee the determination of Settlement Class Relief for any Settlement Class Member and in overseeing and effectuating the distribution of the Settlement Fund pursuant to the terms of the Agreement.

(e) Timing and Method of Payment. On or about the Distribution Date, the Settlement Administrator shall mail a check to each Cash Payment Eligible Settlement Class Member at their last-known address or any updated address obtained pursuant to ¶¶ 3.02 or 4.02, unless such Cash Payment Eligible Settlement Class Member timely notifies the Settlement Administrator of their preference to be paid through one of the alternative electronic payment methods offered by the Settlement Administrator and provides the Settlement Administrator all requisite information necessary to effectuate such payment, but in any event such payment shall be made on the Distribution Date.

2.07. Identification of the Settlement Class.

HFCU represents that to the best of its knowledge after having reviewed its records of customer accounts, there are 3,815 Secured Obligations, some with coborrowers, for a total of 4,548 borrowers.

2.08. Electronic List.

HFCU shall prepare a confidential electronic list for the Settlement Administrator (subject to the Settlement Administrator's execution of a confidentiality agreement in a form acceptable to HFCU) containing the names, last known addresses, Social Security numbers, finance charges, amounts financed, and the amount of any Deficiency claimed as to all members of the Settlement

Class (including co-borrowers).

The Settlement Administrator shall update each Settlement Class Member's last known address through the United States Postal Service National Change of Address ("NCOA") database for updates as far back as feasible. For Settlement Class Members for whom there is no updated address in the NCOA database, the Settlement Administrator will update the last known address via a Social Security number (or equivalent personal identifier). The Settlement Administrator may take further steps to locate as many members of the Settlement Class as reasonably feasible. HFCU will respond to reasonable inquiries, if any, by Class Counsel concerning the procedures used in updating and maintaining the Settlement Class list.

2.09. Credit Reporting and Collections.

The following procedures apply with respect to the credit repair relief provided for in this Settlement:

(a) Not later than sixty days after the Effective Date, HFCU will make a request to the Credit Reporting Agencies to delete the trade line for the motor vehicle Secured Obligations and Deficiencies at issue from the credit files of all Settlement Class Members. If, sixty or more days after the Effective Date, HFCU is advised by a Settlement Class Member or Class Counsel in writing that a trade line subject to deletion has not been deleted, HFCU will make a further request that such trade line be deleted. If HFCU is not so advised in writing, HFCU need take no further action. After HFCU has made the request(s) to the Credit Reporting Agencies described above, if a trade line subject to deletion remains and a Settlement Class Member disputes such trade line with one or more Credit Reporting Agencies, HFCU shall respond to such request for verification from the Credit Reporting Agencies only with accurate information, including a continued request that the trade line be deleted.

(b) Plaintiffs and the Settlement Class Members acknowledge that the Credit Reporting Agencies are separate entities from HFCU, and that no cause of action can or will be stated against HFCU, including any for breach of this Settlement, if any Credit Reporting Agency fails to so amend the Settlement Class Members' credit history despite a request from HFCU, so long as HFCU performs its obligations in ¶ 2.09(a). The Settlement Class Members also expressly acknowledge that they understand the limitations of HFCU in this regard, and that any action, inaction, omission, and/or error solely by the Credit Reporting Agencies is not and shall not be attributable to HFCU and shall not constitute a breach of this Agreement. If HFCU complies with its obligations under this Settlement, HFCU shall not be liable to any Settlement Class Member under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, or any similar law in connection with its obligations as set forth in this paragraph and/or in correcting or requesting deletion of any trade line of a Secured Obligation and Deficiencies being reported on any Settlement Class Member's credit report.

2.10. Cease and Desist Collection.

HFCU shall, upon the execution of this Agreement, promptly discontinue and cease all collection activities with respect to any Secured Obligations or Deficiencies of Settlement Class Members. If any Deficiencies have been assigned for collection, HFCU shall cause such efforts to cease. This obligation shall not apply (a) if this Agreement is terminated for any reason, without final approval, or (b) as to each Settlement Class Member who properly opts out. HFCU represents that it has not sold or assigned any claim relating to any Deficiency, except as set forth in a schedule appended hereto, if applicable.

2.11. Covenant Not to Sue.

HFCU agrees, upon the execution of this Agreement, not to file a lawsuit against any

Settlement Class Member seeking to collect any amount related to a Secured Obligation subject to this Agreement, and, for lawsuits which have already been filed and which are presently pending, HFCU shall, within sixty days of the Effective Date, voluntarily dismiss applicable pending lawsuits. Nothing in this paragraph limits HFCU from pursuing claims arising from loans or agreements not subject to this Settlement Agreement, such as other obligations not involving a Settlement Class Member's Secured Obligation.

2.12. Satisfaction of Monetary Judgments Against Settlement Class Members.

If HFCU or its assignee has obtained a money judgment against any Settlement Class Member arising from a Secured Obligation that has not been satisfied as of the date of this Agreement, HFCU agrees to take timely and reasonable steps to mark such judgments as satisfied within sixty days of the Effective Date. Should any Settlement Class Member with a money judgment previously entered against them opt out of this Settlement, the judgment entered against them will not be satisfied hereunder or affected by this Agreement.

2.13. Attorneys' Fees and Expenses

Plaintiffs intend to apply for an award of attorneys' fees and expenses from the Settlement Fund in an amount not to exceed \$2,800,000.00 and \$50,000.00, respectively. All attorneys' fees and expenses shall be paid from the Settlement Fund on a common fund/benefit basis, and the amounts of such fees and expenses shall not increase in any way the amount that HFCU is required to pay under this Agreement. HFCU agrees not to oppose a request by Plaintiffs for such attorney fees and expenses to be awarded to Class Counsel so long as they do not exceed the amounts set forth. The amount of Class Counsel attorney fees and expenses is subject to Court approval. Class Counsel fees awarded shall also serve as compensation to Class Counsel for addressing ongoing and future Settlement Class Member inquiries concerning their repossession, Deficiencies, and

trade line credit reporting after final approval. Class Counsel fees and expenses approved by the Court shall be paid by the Settlement Administrator to Class Counsel promptly after the Effective Date and no later than the Distribution Date.

2.14. Individual Service Award.

The Class Representatives shall apply for individual service awards in the amount of \$15,000.00 each. Any service awards shall be paid from the Settlement Fund. HFCU agrees not to object to this request for individual service awards. The amount of any such award is subject to Court approval. The approved service awards shall be forwarded to Class Counsel by the Settlement Administrator no later than the Distribution Date. The service awards are in addition to Plaintiffs' entitlement to the settlement benefits provided to all Settlement Class Members under this Agreement. The Class Representatives shall provide a form W-9 to the Settlement Administrator prior to having the Settlement Administrator issue the award.

III. ADMINISTRATION OF THE SETTLEMENT

3.01. Costs of Administration.

Costs of providing notice to the Settlement Class of the settlement of this Litigation, administering this Class Settlement Agreement, and making the cash payments and distributions required under this Agreement shall be paid from the Settlement Fund. The Settlement Administrator shall administer the settlement in accordance with the terms of this Settlement Agreement. The Settlement Administrator shall promptly respond to all queries from HFCU and Class Counsel about the calculations and payments called for by this Agreement. The estimated costs of administration by the Settlement Administrator is approximately \$50,000.00.

3.02. Treatment of Settlement Class Members Who Have Moved or Died.

For Settlement Class Members whose checks mailed pursuant to ¶ 2.06 are returned by the

U.S. Postal Service for lack of current correct address, the Settlement Administrator shall seek an address correction via a Social Security number search through the Accurant database, or other equivalent database, and the checks for those Settlement Class Members will be resent to a more current and accurate address as determined by the Settlement Administrator. The Settlement Administrator may in its discretion employ skip-trace or other location tools. If the Settlement Administrator receives notice that a Settlement Class Member is deceased, the Settlement Administrator will, upon receipt of proper notification and documentation, make any payment due to the Settlement Class Member's estate or next of kin. "Proper notification and documentation" may include, in the discretion of the Settlement Administrator, affidavits from next of kin, a death certificate, or a copy of the official filings appointing an executor, administrator, or other personal representative of the estate along with the name and address of such executor, administrator, or personal representative. The Settlement Administrator, with consent of counsel for all parties may, in its discretion, allow re-issuing of checks to any Settlement Class Member so long as funds remain available.

3.03. First Distributions.

Checks to Settlement Class Members shall be good for sixty days from the date the check is mailed, and that "stale date" shall be stated on the check. After the expiration of the stale date on such checks, the Settlement Administrator shall send another round of checks or electronic payments to each Cash Payment Eligible Settlement Class Member who has not cashed or negotiated the settlement check/payment, and each check shall be good for another sixty days. Unless Class Counsel, in their discretion, approves the re-issuing of a check to any Settlement Class Member, Settlement Class Members who are not located or whose checks are not cleared before the check stale date shall be ineligible to share in the Settlement Fund, but shall be eligible

for the non-cash benefits of this Settlement.

3.04. Second Distributions

If, after the expiration of the check stale dates set forth in § 3.03 there remains in the Settlement Fund a balance of \$150,000.00 or more, there shall be a second distribution. From that remaining balance, reasonable administration and notice costs for the second distribution shall be paid. The balance then-remaining shall be allocated on a pro rata basis among each Settlement Class Member who negotiated or received payment from the First Distribution.

If a second distribution is called for by this Agreement, the Settlement Administrator shall mail checks or cause electronic payments to be made, as the case may be, no later than 140 days after the Distribution Date, unless Class Counsel, in their discretion, approves the re-issuing of a check to any Settlement Class Member. Checks mailed in a Second Distribution shall be valid for a period of sixty days from mailing.

3.05. Notification to Class Counsel.

After the First Distribution checks become stale, the Settlement Administrator shall notify Class Counsel and HFCU's counsel in writing of the number of Settlement Class Members to whom payments were made, the number of Settlement Class Members to whom checks were sent, the number of Settlement Class Members who did not cash the checks, the total dollar amount of the checks and electronic payments distributed, the total dollar amount of uncashed checks, and the remaining balance of the Settlement Fund, bank fees, and other administration expenses.

If there is a Second Distribution hereunder, the Settlement Administrator shall provide a supplemental affidavit with the same detail provided after the Second Distribution checks become stale.

3.06. Residual Funds/ Cy Pres.

If a balance remains sixty days after the date of any Second Distribution, or if less than \$150,000.00 remains after the First Distribution, that remaining balance is deemed “Residual Funds.” Of the Residual Funds, 50% will be distributed to Angel Charities, 3132 N. Swan Road, Tucson, AZ 85712, a charitable organization benefiting the geographic area in which settlement class members have primarily resided and/or have transacted business, to support programming that includes educational programs for low-income and at-risk Arizona consumers, and 50% to Arizona Foundation for Legal Services and Education to support activities and programs for consumer credit education, counseling and advocacy on behalf of low-income Arizona consumers.

If there is no Second Distribution, the Settlement Administrator shall deliver the Residual Funds check, payable to the *cy pres* recipient, to Class Counsel for distribution to the recipient organization. If there is a Second Distribution, such check shall be provided promptly after the conclusion of the Second Distribution.

Under no circumstances (other than termination of this Agreement for want of Court approval) shall any of the money in the Settlement Fund revert to HFCU.

3.07. Certification of Distribution.

Within ten days after the final distribution of all portions of the Settlement Fund, the Settlement Administrator shall provide to all counsel an affidavit attesting that the distributions provided for by this Agreement have all been timely made. Class Counsel shall thereafter docket such affidavit and any other appropriate case-closing affidavit.

IV. CLASS SETTLEMENT PROCEDURES

4.01. Motion for Preliminary Approval.

Plaintiffs shall file a motion for Preliminary Approval of the proposed settlement within fourteen days after the execution of this Agreement. HFCU agrees not to oppose the entry of an order of Preliminary Approval in the form annexed hereto as Exhibit A, which provides, among

other things:

- (a) That the Settlement is preliminarily approved as being within the range of reasonableness such that notice thereof should be given to the Settlement Class;
- (b) That the notice of proposed Settlement substantially in the form attached as Exhibit B is approved by the Court; that the mailing of the Class Notice in the manner and form set forth in the Order meets all the requirements of Arizona law, the U.S. Constitution, and any other applicable law; that such Notice constitutes the best notice practicable under the particular circumstances of this case; and shall constitute valid, due, and sufficient notice to all persons entitled to it;
- (c) That deadlines shall be established for mailing Class Notices, making any objections and requests to opt out of the settlement, and filing any papers in connection with the Final Approval Hearing and the consideration of the approval or disapproval of the Settlement;
- (d) That any objections by Settlement Class Members to: (i) the proposed Settlement, or (ii) the entry of the Final Approval Order, shall be heard and any papers submitted in support of such objections shall be considered by the Court at the Final Approval Hearing only if, on or before a date (or dates) specified in the Class Notice and the Preliminary Approval Order, the objector sends to the Settlement Administrator, Class Counsel, and counsel for HFCU a notice of their intention to appear, and states the basis for such objections. Any objection shall be postmarked and mailed to Class Counsel, counsel for HFCU, and the Settlement Administrator on or before the date specified in the Class Notice, which shall be forty-two days from the date of the initial mailing of the Class Notice.
- (e) That any person who wishes to opt out of the Settlement shall mail a notice of intention to opt out to the Settlement Administrator on or before a date specified in the Class Notice and the Preliminary Approval Order (forty-two days from the date of the initial mailing of the Class Notice). The notice of intention to opt out shall: (i) set forth the Settlement Class Member's full name, current address, and telephone number; (ii) contain their signature; and (iii) state an intent not to participate in the Settlement;
- (f) That Plaintiffs' motion for final approval, for approval of a Class Representative service award, and for an award of Class Counsel attorney fees and expenses, shall be filed at least ten calendar days prior to the Final Approval Hearing;
- (g) That a hearing or hearings ("Final Approval Hearing") shall be held before the Court, at a time and date to be set by the Court, to consider whether the proposed settlement, including the payment of the Class Representative service award, Class Counsel's attorney fees and expenses, and administrative costs is fair, reasonable, and adequate and should be approved by the Court, and whether the judgment approving the settlement and dismissing this Litigation on the merits and with prejudice against the Class Representatives and the Settlement Class Members

should be entered, and to consider such other matters as may properly come before the Court in connection with the Final Approval Hearing;

- (h) That the Final Approval Hearing may, from time to time and without further notice to the Settlement Class (except those who filed timely and valid objections), be continued or adjourned by order of the Court; and,
- (i) That all Settlement Class Members (except those who timely excluded themselves) will be bound by the Final Approval Order.

4.02. Notice of Class Settlement.

Subject to Court approval, the Parties agree that notice to the Settlement Class shall be mailed by the Settlement Administrator substantially in the form attached hereto as Exhibit B in the following manner: (a) HFCU shall supply a Settlement Class list in accordance with ¶ 2.08 within fourteen days after execution of the confidentiality agreement, and the Settlement Administrator shall update the address list as set forth in ¶ 2.08; (b) the Settlement Administrator shall mail the notice as approved by the Court, by first class United States mail to the updated addresses within a reasonable time after receiving the Settlement Class list from HFCU; (c) if a mailed notice is returned with a forwarding address provided by the Postal Service, the Settlement Administrator will promptly re-mail it to the forwarding address; (d) if a mailed notice is returned without a forwarding address, or is otherwise designated by the Postal Service as bearing an invalid address, the Settlement Administrator shall promptly attempt to locate an updated address for the particular Settlement Class Member, and shall promptly re-mail the notice to the Settlement Class Member at the updated address (if one is obtained). If a notice is returned after such address update and re-mailing, and no current address is reasonably available to the Settlement Administrator, the notice may be deemed “undeliverable.”

4.03. Opting Out

The Class Notice described in § 4.02 above shall permit any Settlement Class Member to elect not to be part of the Settlement Class and not to be bound by this Agreement if the affected

person mails a timely opt-out notice to the Settlement Administrator. The notice of intention to opt out shall: (i) set forth the Settlement Class Member's full name, current address, telephone number and email address, if available; (ii) contain their signature; and (iii) state an intent not to participate in the Settlement. To be timely, the notice of intention to opt out must be postmarked on or before the date specified in the Class Notice, which shall be forty-two days after the initial mailing of the Class Notice. No Settlement Class Member, or proxy, may exclude any other Settlement Class Member. No opt-out request may be made on behalf of a group.

If five percent (5%) or more of the Settlement Class opts out of the Settlement, then the Parties will have 21 days to determine whether to withdraw from the Settlement. If the option to rescind is exercised, then the Settlement Agreement is void, and the Parties shall return to the status quo as if the Parties had not entered into the Settlement Agreement, and nothing contained in the Agreement or the settlement negotiations shall be discoverable or admissible in Court. HFCU shall have the right to contest the certification of a class, and this Agreement may not be used as evidence or otherwise be used in any court filing or proceeding.

4.04. Procedure for Objections to Settlement

Any Settlement Class Member who wishes to object to the Settlement, the service award, or the awards of expenses, costs and/or attorneys' fees must file a written notice of objection, including supporting papers as described further below (collectively referred to as the "Notice of Objection"), with the Court on or prior to the date established by the Court in the Preliminary Approval Order. To determine timeliness, a Notice of Objection shall be deemed to have been submitted when received and filed with the Court. Copies of the Notice of Objection must also be postmarked no later than forty-two (42) days from the initial mailing of the Class Notice to the following:

Settlement Administrator

HFCU Repossession
Class Settlement
P.O. Box 23648
Jacksonville, FL 32241

Class Counsel

Jody T. López-Jacobs
FLITTER MILZ, P.C.
450 N. Narberth Ave, Ste 101
Narberth, PA 19072

Defense Counsel

Bradley E. Faber
GORDON REES SCULLY
MANSUKHANI, LLP
1 N. Wacker, Suite 1600
Chicago, IL 60606

The Notice of Objection must be in writing and shall specifically include:

- (i) The name, address, telephone number, email address (if available) and last four digits of the Social Security number of the Settlement Class Member filing the objection;
- (ii) A statement of each objection asserted;
- (iii) A detailed description of the facts underlying each objection;
- (iv) Any loan documents in the possession or control of the objector and relied upon by the objector as a basis for the objection;
- (v) If the objector is represented by counsel, the name, address, telephone number, and email address (if available) of the counsel, and a detailed description of the legal authorities supporting each objection;
- (vi) If the objector plans to utilize expert opinion and/or testimony as part of the objection(s), a written expert report from all proposed experts that outlines each of the expert's opinions and the factual and substantive bases thereof;
- (vii) If the objector plans to call a witness or present other evidence at the hearing, the objector must state the identity of the witness and identify any documentary evidence by attaching the documents to the objection, and the objector must provide any other evidence that the objector intends to present;
- (viii) A statement of whether the objector intends to appear at the hearing;
- (ix) A signed certification under 28 U.S.C. § 1746 or similar state law in substantially the following form: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date). (Signature)".

Attendance at the final hearing by an objector is optional. Any Settlement Class Member who does not make his or her objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, adequacy,

or reasonableness of the proposed settlement or any other provision of the Agreement. The agreed-upon procedures and requirements for filing objections should ensure the efficient administration of justice and the orderly presentation of any Settlement Class Members' objections to the Agreement, in accordance with such Settlement Class Members' due process rights. The Preliminary Approval Order and Class Notice shall require all Settlement Class Members who have any objections to serve by mail or hand delivery such objection upon Class Counsel and Credit Union's Counsel at the addresses in the Class Notice no later than the objection date set by the Court. If the objecting Settlement Class Member opts to serve the objection upon Class Counsel and Credit Union's Counsel by mail, the objection must be postmarked no later than the objection date set by the Court. The Preliminary Approval Order shall further provide that objectors who fail to properly or timely file their objections with the Court containing the required information and documentation, or who fail to serve them, shall not be heard during any hearings, nor shall their objections be considered by the Court.

Under no circumstances shall HFCU, Class Counsel, the Class Representatives, or the Released Parties be responsible for paying any monies or other consideration to objectors and/or counsel for objectors under the terms of this Settlement Agreement or otherwise.

4.05. Order and Final Judgment.

Before the Final Approval Hearing, Plaintiffs shall file a motion requesting that the Court finally approve the settlement and enter judgment substantially in the form attached as Exhibit C. HFCU consents to such request.

4.06. Settlement Administrator Duties and Consent to Jurisdiction.

(a) The Settlement Administrator shall be responsible to prepare, fold, and properly mail Class Notice; handle and administer opt-out requests and objections, if any, and other

inquiries from the Settlement Class; handle and facilitate mailing of checks or sending of electronic payments to Settlement Class Members and such other administrative services as needed, consistent with its proposal, to implement notice and distribution.

(b) The Settlement Administrator shall, by virtue of its voluntary appointment, deem itself subject to the jurisdiction of the Court for purposes of its administration of the Settlement in accordance with the terms of this Agreement and this Litigation.

(c) Within seven 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, as well as a list of the persons who have validly objected to the Settlement or requested exclusion from the Settlement.

V. RELEASES

5.01. Release by the Parties and the Settlement Class Members.

On the Effective Date, HFCU, on the one hand, and the Class Representatives and all Settlement Class Members, on the other hand, by operation of the Final Approval Order, fully, finally, and forever release and discharge each other from all Settled Claims and, without further action by any person, shall be deemed (a) to have consented to the dismissal with prejudice of all Settled Claims; (b) to have released and discharged all Settled Claims; and (c) to be barred and enjoined from instituting or further prosecuting, in any forum whatsoever, including but not limited to any state, federal, or foreign court or regulatory agency, any Settled Claim.

5.02. Unknown Claims or Losses.

The Class Representatives and HFCU expressly understand and acknowledge that it is possible that unknown losses or claims exist or that present losses may have been underestimated

in amount or severity. The Class Representatives and HFCU explicitly took that possibility into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained in this Agreement, having been bargained for between the Class Representatives and HFCU with the knowledge of the possibility of such losses or claims, was given in exchange for a full discharge of all such losses or claims.

VI. QUALIFIED SETTLEMENT FUND

6.01. Definition.

The Settlement Fund shall constitute a Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation § 1.468B–1 promulgated under § 468B of the Internal Revenue Code of 1986, as amended. The Settlement Administrator shall be the “administrator” within the meaning of Treasury Regulation § 1.468B–2(k).

6.02. Employer Identification Number.

Upon or before establishment of the QSF, the Settlement Administrator shall apply for an employer identification number for the QSF utilizing Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation § 1.468B–2(k)(4).

6.03. Relation-Back.

HFCU and the Settlement Administrator shall fully cooperate in filing a relation-back election under Treasury Regulation § 1.468B–1(j)(2) to treat the QSF as coming into existence as a settlement fund as of the earliest possible date.

6.04. HFCU’s Obligations After Making Deposits.

After making the payments described in ¶ 2.06, HFCU shall have no responsibility, obligation, or liability with respect to: (a) the notifications to the Settlement Class Members (except to provide its best and latest location data for all Settlement Class Members); (b) the

processing of claims and opt-out letters; (c) the allowance or disallowance of claims by Settlement Class Members; (d) payments to Class Counsel; (e) investment of QSF funds; (f) payment of federal, state, and local income, employment, unemployment, excise, and any other taxes, penalties, interest, or other charges related to taxes imposed on the QSF or its disbursements; (g) payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the QSF.

6.05. Administration Tax Obligations.

The Settlement Administrator shall file or cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns, including any Form 1099-series return and tax withholdings statements, in accordance with the provisions of Treasury Reg. § 1.468B-2(k)(1) and Treasury Reg. § 1.468B-2(l)(2)(ii).

VII. MISCELLANEOUS PROVISIONS

7.01. Parties to Use Best Efforts to Effectuate Settlement.

The Parties shall use their best efforts to cause the Court to give Preliminary Approval to this Agreement as promptly as practicable, to take all steps contemplated by this Agreement, to effectuate the Settlement on the stated terms and conditions, and to obtain final approval of this Agreement.

7.02. Choice of Law and Venue.

This Agreement is intended to and shall be governed by the laws of the State of Arizona, without regard to conflict of laws rules. This Agreement shall be enforced in the Superior Court of Pima County, Arizona. HFCU, Plaintiffs, and the Settlement Class Members waive any objection to personal jurisdiction or venue with respect to such action.

7.03. Entire Agreement.

This Agreement constitutes the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Agreement, superseding all previous negotiations and understandings. Except for those set forth expressly in the Agreement, there are no agreements, covenants, promises, representations or arrangements between the Parties regarding the Settlement and/or the Settled Claims against the Released Persons. This Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence bearing on the meaning of this Agreement may be introduced in any judicial proceeding.

7.04. Modification Only in Writing.

This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by all Parties, and approved by Court, if necessary. The Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

7.05. No Ambiguity To Be Construed In Favor of Either Party.

The Agreement shall not be construed more strictly against one party than another merely because it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's length negotiations between the Parties, all Parties have contributed to the preparation of the Agreement.

The determination of the terms of this Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties. Accordingly, no ambiguity shall be construed in favor of or against any of the Parties.

7.06. No Reliance.

Each Party to the Agreement warrants they are acting upon their own independent judgment and upon the advice of their own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the

warranties and representations made in the Agreement.

7.07. Successors.

This Agreement shall be binding upon, and inure to the benefit of, the respective heirs, successors, and assigns of the Parties.

7.08. Waivers.

The waiver by one Party of any provisions or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

7.09. Counterparts.

This Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Agreement in counterparts.

7.10. Retention of Jurisdiction.

The Parties agree that the Court shall retain jurisdiction over the interpretation, effectuation, and implementation of this Agreement and all orders entered in connection with the Agreement.

7.11. Gender Neutrality.

All personal pronouns used in the Agreement, whether used in the masculine, feminine or neutral gender, shall include all other genders, and the singular shall include the plural and vice versa.

7.12. Taxes.

All Settlement Class Members are responsible for paying and reporting any federal, state and local income taxes that may be due on any payments made to them and any other benefit they receive under the Agreement.

The Settlement Administrator shall cause any proper Form 1099-series or comparable tax

document to issue, if required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, for the cash distributions to the Settlement Class Members over \$2,000.00.

To accomplish issuance of a 1099-MISC, HFCU shall provide solely to the Settlement Administrator the Social Security number and last known mailing address for each member of the Settlement Class based on information currently existing in Credit Union's business records. The Parties further agree and acknowledge that this Settlement results from a "contested liability" disputed in good faith for each Settlement Class Member's alleged Deficiency balance. To the extent the Court requires an Accounting Opinion ("Accountant Opinion") about the Class Representatives' position that Credit Union is not required to file information returns with the IRS or issue Forms 1099 to affected Settlement Class Members concerning Deficiencies reduced to zero under this Settlement, such an opinion will be procured from an accounting firm agreed upon by the Parties (the "Accounting Firm") to be paid through the Settlement Fund. HFCU will not file information returns, Form 1096's or Form 1099's or issue Form 1099's to affected Settlement Class Members regarding their Deficiency under the Settlement unless the Accounting Firm issues an Accountant Opinion communicating the view that such information returns and/or Form 1099s must be filed with the IRS and such Form 1099s must be furnished to affected Settlement Class Members.

7.13. No Opt Out Solicitation or Inducement.

Plaintiffs, for themselves and their agents and representatives, and HFCU, for itself and its agents and representatives, agree that they shall take no action to induce or encourage any person included in the Settlement Class to seek exclusion from the Settlement Class; provided that this

provision shall not restrict Class Counsel from providing appropriate legal advice in response to inquiries from members of the Settlement Class.

7.14. Authority.

Each of the Parties to the Agreement represents, covenants and warrants that (a) they have the full power and authority to enter into and consummate all transactions contemplated by the Agreement and have duly authorized the execution, delivery and performance of the Agreement and (b) the person executing the Agreement has the full right, power and authority to enter into the Agreement on behalf of the party for whom they have executed the Agreement, and the full right, power and authority to execute all necessary instruments, and to fully bind such party to the terms and obligations of the Agreement.

7.15. Exhibits.

The exhibits attached to the Agreement are incorporated as though fully set forth in the Agreement.

The undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AGREED TO on behalf of PLAINTIFF DAMETRIUS HARRISON
AND THE SETTLEMENT CLASS:

Dated: 07/06/2026

By: 
Dametrios Harrison (Jul 6, 2026 14:44:36 PDT)
DAMETRIUS HARRISON, for himself
and the Settlement Class Members

**AGREED TO on behalf of PLAINTIFF VICKI JO HINES NORTON
AND THE SETTLEMENT CLASS:**

Dated: 07/06/2026

By: 
Vicki Jo Hines Norton (Jul 6, 2026 10:18:05 PDT)
VICKI JO HINES NORTON, for herself
and the Settlement Class Members

AGREED TO on behalf of HUGHES FEDERAL CREDIT UNION:

Dated: _____

By: _____

Name: _____

Title: _____

Class Action Settlement Agreement - Harrison-Norton v. HFCU (6.10.2026 clean final)

Final Audit Report

2026-07-06

Created:	2026-07-06
By:	Jody Lopez-Jacobs (jlopez-jacobs@consumerslaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJl1kAqA3ReUof6G4ylfGNc0YvHOS4Vx

"Class Action Settlement Agreement - Harrison-Norton v. HFCU (6.10.2026 clean final)" History

-  Document created by Jody Lopez-Jacobs (jlopez-jacobs@consumerslaw.com)
2026-07-06 - 4:35:03 PM GMT
-  Document emailed to Vicki Jo Hines Norton (angi.norton@aol.com) for signature
2026-07-06 - 4:35:10 PM GMT
-  Document emailed to Dametrius Harrison (harrisondametrius1994@gmail.com) for signature
2026-07-06 - 4:35:10 PM GMT
-  Email viewed by Vicki Jo Hines Norton (angi.norton@aol.com)
2026-07-06 - 5:16:38 PM GMT
-  Document e-signed by Vicki Jo Hines Norton (angi.norton@aol.com)
Signature Date: 2026-07-06 - 5:18:05 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Email viewed by Dametrius Harrison (harrisondametrius1994@gmail.com)
2026-07-06 - 9:43:50 PM GMT
-  Document e-signed by Dametrius Harrison (harrisondametrius1994@gmail.com)
Signature Date: 2026-07-06 - 9:44:36 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Agreement completed.
2026-07-06 - 9:44:36 PM GMT



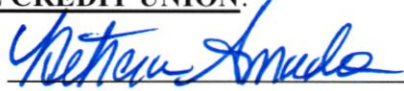
**AGREED TO on behalf of PLAINTIFF VICKI JO HINES NORTON
AND THE SETTLEMENT CLASS:**

Dated: _____

By: _____
VICKI JO HINES NORTON, for herself
and the Settlement Class Members

AGREED TO on behalf of HUGHES FEDERAL CREDIT UNION:

Dated: 6/29/24

By: 

Name: Leticia Amado
Title: VP. Collections

Exhibit A

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 _____, 202__, at _____ .m. 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.

DATED this ____ day of _____, 2026.

BY THE COURT:

Judge of the Superior Court

Exhibit B

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)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**You may be entitled to receive a settlement payment and elimination of any
Deficiency in connection with a class action against
Hughes Federal Credit Union**

An Arizona Court has authorized this notice.

This is not a solicitation from a lawyer.

You are not being sued.

- This settlement resolves lawsuits over whether Hughes Federal Credit Union (“HFCU”) sent borrowers proper notice of their rights after vehicle repossession.
- HFCU denies and disputes the claims asserted in the Litigation and denies any liability. The parties disagree about whether any money, and if so how much, could have been awarded if Plaintiffs prevailed at trial.
- The Settlement will create a \$7,000,000.00 Settlement Fund; resolve by accord and satisfaction approximately \$25,603,000.00 in claimed Deficiencies, unless a Settlement Class Member timely elects not to accept that compromise; and require HFCU to request that Credit Reporting Agencies delete the trade lines for the motor vehicle Secured Obligations and Deficiencies at issue, as set forth in the Settlement Agreement.
- Your rights are affected whether you act or not. Read this notice carefully.

Your Legal Rights and Options	What They Mean
Do Nothing	If the Court approves the Settlement and you do not opt out, you will remain in the Settlement Class. You will receive any cash payment for which you are eligible, HFCU will request credit reporting deletion as described in the Settlement Agreement, and any disputed Deficiency will be resolved through the Settlement unless you submit an Election Not to Accept Compromise of Disputed Deficiency Balance.
Exclude Yourself from the Settlement	You may opt out of the Settlement. If you opt out, you will not receive the cash, credit reporting, or Deficiency-relief benefits of the Settlement, but you keep any right you may have to sue HFCU about the claims resolved by the Settlement. Act by [DATE 42 DAYS AFTER INITIAL MAILING].
Decline the Deficiency Compromise but Retain Other Settlement Benefits	If you want to remain in the Settlement and receive any cash and credit reporting benefits, but you do not want your claimed Deficiency compromised as part of the Settlement, you must submit the enclosed Election Not to Accept Compromise of Disputed Deficiency Balance form. Act by [DATE 42 DAYS AFTER INITIAL MAILING].
Object	If you do not opt out, you may object to the Settlement by writing to the Court and sending copies to the Settlement Administrator and counsel. Act by [DATE 42 DAYS AFTER INITIAL MAILING].
Go to a Hearing	You may ask to speak in Court about the fairness of the Settlement at the Final Approval Hearing on [DATE OF FINAL APPROVAL HEARING] at [TIME].

These rights and options, and the deadlines to exercise them, are explained below. The Court still has to decide whether to approve the Settlement. Payments and other benefits will be provided only if the Court approves the Settlement and after any appeals are resolved. For more information or to review key documents or the class action settlement agreement, you can visit below website created for this settlement.

Settlement Administrator telephone: [PHONE NUMBER]

Settlement website: [WEBSITE]

Class Counsel telephone: 1-888-668-1225

WHAT THIS NOTICE CONTAINS

	<u>Page</u>
BASIC INFORMATION.....	1
1. Why did I get this notice package?.....	1
2. What is this lawsuit about?	1
3. Why is this a class action?	1
4. Why is there a settlement?	1
WHO IS IN THE SETTLEMENT.....	1
5. How do I know that I am part of the settlement?	1
THE SETTLEMENT BENEFITS – WHAT YOU GET	2
6. What does the settlement provide for me?	2
TAX IMPLICATIONS	2
7. Are there tax implications?	2
HOW YOU GET THE BENEFITS OF THE SETTLEMENT	3
8. Do I need to do anything to get a payment or the credit reporting relief?.....	3
9. Do I need to do anything to have my claimed Deficiency resolved?	3
EXCLUDING YOURSELF FROM THE SETTLEMENT.....	3
10. What am I giving up to get a payment or stay in the Class?	3
11. How do I get out of the settlement?	3
12. If I don’t exclude myself, can I sue HFCU for the same thing later?.....	3
13. If I exclude myself, can I get money from this settlement?	3
THE LAWYERS REPRESENTING YOU	4
14. Do I have a lawyer in this case?	4
15. How will the lawyers and Representative Plaintiff be paid?	4
OBJECTING TO THE SETTLEMENT	4
16. How do I object to the settlement?	4
17. What’s the difference between objecting and excluding?	4
THE COURT’S FAIRNESS HEARING.....	5
18. When and where will the Court decide whether to approve the settlement?	5
19. Do I have to attend the hearing?	5
20. May I speak at the hearing?.....	5
IF YOU DO NOTHING.....	5
21. What happens if I do nothing at all?	5
GETTING MORE INFORMATION	5
22. Are there more details about the settlement?.....	5

BASIC INFORMATION

1. Why did I get this notice package?

The Court approved this notice because you have a right to know about a proposed settlement of a class action lawsuit and about your options before the Court decides whether to approve the Settlement. HFCU's records indicate that you may be a Settlement Class Member.

2. What is this lawsuit about?

The lawsuit alleges that HFCU violated Arizona law with respect to certain notices HFCU sent to borrowers after repossession of their vehicles. HFCU denies that it violated any law and denies that Plaintiffs or Settlement Class Members are entitled to any recovery.

The Settlement concerns the action pending in the Superior Court of Arizona, Pima County, captioned Dametrius Harrison and Vicki Jo Hines Norton, individually and on behalf of all others similarly situated v. Hughes Federal Credit Union, Case No. C20232230, before the Honorable Greg Sakall. It also resolves the related Norton litigation as described in the Settlement Agreement.

3. Why is this a class action?

In a class action, one or more people called Class Representatives sue on behalf of people who have similar claims. Here, Dametrius Harrison and Vicki Jo Hines Norton are the proposed Class Representatives. One Court resolves the issues for all Settlement Class Members, except those who exclude themselves. HFCU has challenged whether this case should proceed as a class action but has agreed not to oppose this case proceeding as a class for settlement purposes only.

4. Why is there a settlement?

Plaintiffs believe the Settlement is fair and provides substantial benefits while avoiding the delays, costs, and risks of continued litigation, including class certification, trial, and appeal. HFCU believes the claims are without merit and that Plaintiffs and the Settlement Class may recover nothing if the cases continue. The Court has not decided who is right

WHO IS IN THE SETTLEMENT

5. How do I know that I am part of the settlement?

You are included if you meet the Settlement Class definition: (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. If you received this Notice by mail, HFCU's records indicate that you may be a Settlement Class Member.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide for me?

Cash Component: HFCU has agreed to create a \$7,000,000.00 Settlement Fund. Approved administration costs, Class Counsel fees and expenses, and Class Representative service awards will be paid from that fund. The Net Fund will be distributed pro rata to Cash Payment Eligible Settlement Class Members based on each member's finance charge and amount financed, per Secured Obligation, as described in the Settlement Agreement. The Settlement Agreement estimates that, using the illustrative deductions described there, payments would equal approximately 14.69% of full statutory damages and the *average* Settlement Class Member check would be approximately \$1,067.00. If after the first distribution of checks to the Class more than \$150,000 remains in the Net Fund (from uncashed or undistributable checks), there will be a second distribution of checks to the Class. Any balance that remains after the second distribution will be donated to charitable purposes approved by the Court.

You will be paid a proportionate share of the net settlement proceeds, which you can view at this website: [WEBSITE]. This payment will be sent to you by check unless you promptly contact the Settlement Administrator to request one of the other available payment methods it offers.

Credit Reporting Relief: Not later than sixty (60) days after the Effective Date, HFCU will request that Credit Reporting Agencies delete the trade line for the motor vehicle Secured Obligations and Deficiencies at issue from the credit files of Settlement Class Members. The Credit Reporting Agencies are separate entities from HFCU, and the Settlement Agreement describes the limits of HFCU's obligations if a Credit Reporting Agency does not delete a trade line after HFCU's request.

Elimination of Disputed Deficiency Balances: HFCU represents that the aggregate total of claimed Deficiencies is approximately \$25,603,000.00. The parties dispute HFCU's entitlement to those claimed Deficiencies. Unless you timely submit an Election Not to Accept Compromise of Disputed Deficiency Balance, the Settlement resolves any claimed Deficiency through accord and satisfaction. This relief does not apply to claims excluded from the Settlement Agreement, including certain claims where a Settlement Class Member reinstated a Secured Obligation and got the repossessed vehicle back before auction.

TAX IMPLICATIONS

7. Are there tax implications?

There may be tax implications. The Settlement Administrator will cause any proper Form 1099-series or comparable tax document to issue, if required, for cash distributions to Settlement Class Members over \$2,000.00. The Settlement Agreement states that the parties view the reduction of claimed Deficiencies to zero as the result of a contested liability disputed in good faith. HFCU will not issue Forms 1099 regarding Deficiencies unless an agreed accounting firm issues an opinion that such forms must be filed and furnished. You should consult a tax advisor about your individual situation.

HOW YOU GET THE BENEFITS OF THE SETTLEMENT

8. Do I need to do anything to get a payment or the credit reporting relief?

No. If the Court finally approves the Settlement and you do not opt out, you will automatically receive any cash payment for which you are eligible and any credit reporting relief provided by the Settlement Agreement. Payments will be sent by check unless you timely contact the Settlement Administrator to request an available alternative electronic payment method and provide the required information.

9. Do I need to do anything to have my claimed Deficiency resolved?

No. Unless you timely submit the enclosed Election Not to Accept Compromise of Disputed Deficiency Balance, any claimed Deficiency covered by the Settlement will be resolved through the Settlement. If you do not want your claimed Deficiency compromised, complete and mail the Election form postmarked by [DATE 42 DAYS AFTER INITIAL MAILING] to the Settlement Administrator.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you will be bound by the Settlement Agreement and Final Approval Order. You will release the Settled Claims described in the Settlement Agreement and will be barred from suing or continuing to sue HFCU or the Released Persons for those Settled Claims. The specific language of the release is set forth in the Settlement Agreement, which can be found on the website: [WEBSITE]

11. How do I get out of the settlement?

To exclude yourself, mail a written request for exclusion to the Settlement Administrator, postmarked no later than [DATE 42 DAYS AFTER INITIAL MAILING]. The request must include your full name, current address, telephone number, signature, and a statement that you want to be excluded from the Settlement in Harrison v. Hughes Federal Credit Union, Case No. C20232230. No person may opt out for anyone else or for a group.

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

No. Unless you exclude yourself, you give up any right to sue HFCU for the claims that this settlement resolves.

13. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not receive money from the Settlement, credit reporting relief, elimination or compromise of a claimed Deficiency, or any other relief provided by the Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court has appointed Cary L. Flitter, Andrew M. Milz, Jody T. López-Jacobs, and Edward Flitter of Flitter Milz, P.C., and Mark Rubin of Rubin & Bernstein PLLC, as Class Counsel. You will not be charged individually for these lawyers. You may hire your own lawyer at your own expense.

15. How will the lawyers and Representative Plaintiff be paid?

Class Counsel will ask the Court to approve attorneys' fees not to exceed \$2,800,000.00 and expenses not to exceed \$50,000.00, to be paid from the Settlement Fund. The Class Representatives will ask the Court to approve service awards of \$15,000.00 each, also to be paid from the Settlement Fund. The Court may award less than the amounts requested

OBJECTING TO THE SETTLEMENT

16. How do I object to the settlement?

If you are a Settlement Class Member and do not opt out, you may object by filing a written Notice of Objection with the Court and mailing copies to the Settlement Administrator, Class Counsel, and Defense Counsel, postmarked no later than **[DATE 42 DAYS AFTER INITIAL MAILING]**. Your objection must include the information required by the Settlement Agreement and Preliminary Approval Order, including your name, address, telephone number, email address if available, last four digits of Social Security number, each objection and supporting facts, documents and evidence relied upon, attorney or expert information if applicable, whether you intend to appear, and a signed declaration under penalty of perjury.

The addresses for 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

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

Objecting tells the Court that you do not like some part of the Settlement but you remain in the Settlement Class. Excluding yourself tells the Court that you do not want to be part of the Settlement. If you exclude yourself, you cannot object because the Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on [DATE] at [TIME] before the Superior Court of the State of Arizona in Pima County. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate; whether to approve Class Counsel fees and expenses; whether to approve service awards; and whether to enter final judgment.

19. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file a timely and proper objection, the Court will consider it even if you don't attend.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing by filing and serving a Notice of Intention to Appear in the manner required by the Preliminary Approval Order and Class Notice. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing and the Court finally approves the Settlement, you will remain in the Settlement Class, receive any payment and credit reporting relief for which you are eligible, and any claimed Deficiency covered by the Settlement will be resolved unless you timely submit an Election Not to Accept Compromise of Disputed Deficiency Balance.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

Yes. This notice summarizes the Settlement. More details are in the Settlement Agreement and related Court papers, which may be reviewed on the settlement website at [WEBSITE], or by contacting the Settlement Administrator or Class Counsel. Please do **not** contact the Court, HFCU, or HFCU's counsel with questions about this Notice.

Settlement Administrator telephone: [PHONE NUMBER]

Settlement website: [WEBSITE]

Class Counsel telephone: 1-888-668-1225

Exhibit C

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)

**FINAL ORDER APPROVING CLASS ACTION SETTLEMENT,
ENTERING FINAL JUDGMENT, AND DISMISSING CASE**

WHEREAS, Dametrius Harrison and Vicki Jo Hines Norton (the “Class Representatives” or “Plaintiffs”), on behalf of themselves and the Settlement Class Members, and Hughes Federal Credit Union (“HFCU”) entered into and filed with the Court a Class Action Settlement Agreement and Release (the “Settlement Agreement”);

WHEREAS, on _____, 2026, the Court entered an Order Certifying Settlement Class, Preliminarily Approving Class Settlement, and Directing the Issuance of Notice to the Settlement Class (the “Preliminary Approval Order”);

WHEREAS, on _____, 2026, beginning at _____ .m., the Court held a hearing to consider whether the Settlement should be approved as fair, reasonable, and adequate; whether final judgment should be entered; whether the requested Class Representative service awards should be approved; and whether Class Counsel’s request for fees, costs, and expenses should be approved;

WHEREAS, the Court has considered all files, records, and proceedings in this Action, including the Settlement Agreement, the papers submitted in support of final approval, the application for Class Representative service awards, the application for Class Counsel fees and expenses, the Settlement Administrator's declaration, and any objections or appearances;

WHEREAS, there have been _____ objections to the Settlement and _____ timely requests for exclusion. A list of persons who timely and validly requested exclusion, if any, is attached to this Order or maintained in the Court record.

THE COURT HEREBY FINDS, ORDERS, AND ADJUDGES THAT:

1. **Incorporation of Settlement Agreement.** Capitalized terms used in this Order have the meanings assigned to them in the Settlement Agreement unless otherwise stated.

2. **Jurisdiction.** The Court has jurisdiction over the subject matter of this Action, Plaintiffs, HFCU, and all Settlement Class Members who did not timely and validly request exclusion.

3. **Settlement Class.** For settlement purposes, the Court finally certifies the Settlement Class defined as follows: (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.

4. **Adequacy of Class Representatives.** Dametrius Harrison and Vicki Jo Hines Norton fairly and adequately represented the interests of the Settlement Class.

5. **Adequacy of Class Counsel.** 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, fairly and adequately represented the interests of the Settlement Class.

6. **Notice.** The Settlement Administrator provided notice to the Settlement Class in accordance with the Preliminary Approval Order and the Settlement Agreement. The notice program constituted the best notice practicable under the circumstances, was reasonably calculated to apprise Settlement Class Members of the Settlement and their rights, and satisfied Arizona law, Rule 23, the United States Constitution, and due process.

7. **Final Approval.** The Settlement Agreement is finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class. The Settlement was reached through arm's-length negotiations after substantial litigation and investigation, provides substantial relief to Settlement Class Members, and avoids the risks, expenses, and delays of continued litigation.

8. **Settlement Relief.** The Court approves the Settlement's \$7,000,000.00 Settlement Fund, the 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 the credit reporting relief described in the Settlement Agreement.

9. **Class Representative Service Awards.** The Court approves Class Representative service awards in the amount of \$15,000.00 to Dametrius Harrison and \$15,000.00 to Vicki Jo Hines Norton, to be paid from the Settlement Fund in accordance with the Settlement Agreement.

10. **Class Counsel Fees and Expenses.** The Court approves Class Counsel attorneys' fees in the amount of \$2,800,000.00 and litigation expenses in the amount of \$_____, to be paid from the Settlement Fund in accordance with the Settlement Agreement. The Court finds those amounts fair and reasonable in light of the common fund and common benefits created, which exceeds \$32,603,000.00, as well as the risks undertaken, the work performed, and the ongoing services reasonably anticipated to implement and oversee the Settlement.

11. **Administration Costs.** The Court approves payment of reasonable notice and administration costs from the Settlement Fund in accordance with the Settlement Agreement.

12. **Dismissal and Release.** Upon the Effective Date, Plaintiffs and all Settlement Class Members who did not timely and validly request exclusion shall, by operation of this Order and the Settlement Agreement, fully, finally, and forever release and discharge the Released Persons from the Settled Claims and shall be barred and enjoined from instituting or further prosecuting any Settled Claim in any forum.

13. **Release by HFCU and Accord and Satisfaction.** Upon the Effective Date, HFCU shall be deemed to have released, settled, and compromised with prejudice, through accord and satisfaction, the Settled Claims, including the disputed Deficiency balances of Settlement Class Members, except as to any Deficiency of a Settlement Class Member who timely submitted an Election Not to Accept Compromise of Disputed Deficiency Balance.

14. **Dismissal of Action.** This Action is dismissed with prejudice, on the merits, and without costs except as provided in the Settlement Agreement and this Order, as to all Settlement Class Members who did not timely and validly request exclusion.

15. **Related Norton Litigation.** Consistent with the Settlement Agreement, final approval of this Settlement shall cause the dismissal of the related Norton Litigation to become a dismissal with prejudice.

16. **Excluded Persons.** Persons who timely and validly requested exclusion are not bound by the release of Settled Claims and shall not receive Settlement benefits.

17. **Cy Pres.** Any Residual Funds shall be distributed in accordance with the Settlement Agreement: fifty percent (50%) to Angel Charities and fifty percent (50%) to the Arizona Foundation for Legal Services and Education to support activities and programs for consumer credit education, counseling, and/or advocacy on behalf of low-income Arizona consumers.

18. **No Admission.** Neither this Order nor the Settlement Agreement is an admission or finding of liability, wrongdoing, or violation of law by HFCU, or an admission or finding that Plaintiffs' claims lack merit.

19. **Continuing Jurisdiction.** The Court retains continuing jurisdiction over the interpretation, implementation, administration, consummation, and enforcement of the Settlement Agreement and this Order.

IT IS SO ORDERED.

DATED this ____ day of _____, 2026.

BY THE COURT:

Judge of the Superior Court

Exhibit D

**Harrison-Norton v. Hughes Federal Credit Union Repo Settlement
Election Not to Accept Compromise of Disputed Deficiency Balance**

Please complete this form only if you do not want to compromise the Deficiency that Hughes Federal Credit Union says is due from you following the sale of your vehicle in the amount of <<Amount of Auto Loan Deficiency>>. You do not need to submit this form to receive the cash payment or credit reporting benefits of the Settlement, and you do not need to submit this form if you want your disputed Deficiency resolved through the Settlement.

Name: _____

Street: _____

City, State, Zip: _____

Phone: _____

Email: _____

I declare that I am a Settlement Class Member in Harrison-Norton v. Hughes Federal Credit Union, Case No. C20232230, and I do NOT want to compromise with Hughes Federal Credit Union to resolve any Deficiency remaining on my vehicle finance account.

Signature of Borrower Date

Signature of Co-Borrower (if any) Date

You must return this form postmarked by [DATE 42 DAYS AFTER INITIAL MAILING OF CLASS NOTICE] to:

HFCU Repossession Class Settlement
P.O. Box 23648
Jacksonville, FL 32241