

**California Superior Court–County of Ventura**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

IF YOUR VEHICLE WAS REPOSSESSED IN CALIFORNIA AND YOU RECEIVED A “NOTICE OF OUR PLAN TO SELL PROPERTY” FROM VENTURA COUNTY CREDIT UNION, THIS CLASS NOTICE CONTAINS IMPORTANT INFORMATION THAT MAY AFFECT YOU.

-PLEASE READ IT CAREFULLY-

***The Court Ordered this Notice–It is Not from a Lawyer, and You are Not being Sued.***

This Notice summarizes the terms of a proposed Class Action settlement. This Notice also describes what you can do to object to the proposed settlement or to request exclusion from the class. If you are a class member and wish to remain in the class, be bound by the settlement and receive the benefits of the settlement, you are not required to contact the Court or the attorneys.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>PARTICIPATE IN THE SETTLEMENT</b>	If you agree with the proposed settlement, you need not do anything to remain in the class and retain the benefits of the settlement.
<b>EXCLUDE YOURSELF</b>	You will not be entitled to participate in the settlement if you choose this option.
<b>OBJECT</b>	Write to the Court about why you do, or do not, like the settlement. You must remain in the class to comment in support of or in opposition to the settlement.
<b>ATTEND THE HEARING</b>	Ask to speak to the Court about the fairness of the settlement.

**Basic Information–This Action**

A lawsuit entitled *Lawson v. Ventura County Credit Union* was filed in the Ventura County Superior Court, Case No. 56-2018-00520827-CU-BT-VTA (the “Action”). Plaintiff Benjamin Lawson (“Plaintiff”) alleges that Notices of Intent sent by Ventura County Credit Union (“VCCU”) between November 28, 2014 and December 31, 2019 regarding repossessed vehicles did not comply with California’s Automobile Sales Finance Act, and that VCCU is not entitled to collect the deficiency if a deficiency balance remained after a subsequent sale of the vehicle. Plaintiff brought claims for violations of the Rees-Levering Automobile Sales Financing Act, Civil Code § 2981, et seq., violation of Rosenthal Fair Debt Collection Practices Act, Civil Code § 1788, et seq., violation of the Consumer Credit Reporting Agencies Act, Civil Code § 1785.1, et seq., violations of the Unfair Competition Law, Business and Professions Code § 17200, et seq., and declaratory relief.

In response to the complaint, VCCU denied Plaintiff’s allegations. After consideration of each side’s arguments, the parties have reached a settlement of the Action. Plaintiff filed an amended class action complaint as part of the settlement.

The Action is called a “Class Action” because the Plaintiff is suing on behalf of other people with similar claims, called “Class Members.” The parties have agreed to treat the Action as a Class Action for settlement purposes only.

## Who Is A Settlement Class Member?

The phrase “Settlement Class” is defined as all California residents:

- (a) who purchased a Motor Vehicle in California pursuant to a Conditional Sales Contract and said contract was subsequently assigned to VCCU;
- (b) whose Motor Vehicle was repossessed or voluntarily surrendered in California;
- (c) who was issued an NOI by VCCU at any time between November 28, 2014 and December 31, 2019; and
- (d) against whose Account a Deficiency Balance existed following the disposition of the Motor Vehicle.

Excluded from the Class are any persons: (i) who filed for bankruptcy; (ii) against whom a deficiency judgment was obtained or collected by VCCU, or its assigns; (iii) who reinstated their contracts or redeemed their vehicles; (iv) who are now deceased; or (v) who refinanced their Motor Vehicle loan with another lender to a new loan with VCCU.

Under the terms of the proposed settlement, you may be a Class Member if all of the above apply to you, and the Court gives final approval of this settlement.

## The Settlement Benefits—What You Will Get

If the settlement is approved by the Court, all Class Members will receive benefits. If the settlement is not approved by the Court, Class Members will not get any benefits of the settlement and the parties will go back to Court for a trial on the merits of the Action.

Class benefits. Approximately 1,232 persons are members of the Settlement Class, whose outstanding Deficiency Balances total approximately \$10,316,240.40. As part of the settlement, VCCU will write off any remaining Deficiency Balance on Class Members’ Accounts, the Settlement Class will not owe any further money on their Accounts, and VCCU will stop all collection efforts on such Deficiency Balances. VCCU will also request that Equifax, Experian, and TransUnion delete the trade line referencing Settlement Class Members’ Accounts. **You do NOT need to do anything to receive these benefits.**

Attorneys’ Fees and Award to Class Representative. Class Counsel will seek attorneys’ fees of \$235,000.00, plus reasonable costs, subject to approval by the Court at the Final Approval Hearing referred to below. If the Court approves the fees and costs sought by Class Counsel, fees and costs will be paid by VCCU and will not diminish your benefits under the settlement. In addition, the Class Representative will request an award of \$8,500.00 to be approved by the Court at the Final Approval Hearing. Any service award to the Class Representative will be paid by VCCU and will not diminish your benefits under the settlement.

## Tax Consequences of Settlement

Any benefits you receive may or may not be the subject of state or federal taxation, depending on your circumstances. Class Counsel are not tax attorneys and you are advised to seek separate legal advice on matters of taxation. If you have concerns about taxation of benefits in the case, you may want to opt out and receive no benefits. (See Your Rights—Exclusion).

### **The Settlement Release—What You Will Give Up**

The settlement is a compromise. In exchange for the benefits described herein, every Class Member who does not opt out will be bound by the terms of the settlement, once final, and all court orders in the Action and will give VCCU a Release. **A release means you can't sue or be part of any other lawsuit against VCCU about the claims or issues in *this* Action ever again, including the NOIs and the collection and reporting on your Accounts.** For more information about the terms of the Release, you may consult the Settlement Agreement on file with the Court.

### **Your Rights—Exclusion**

If you are a Class Member, you are automatically included in the settlement, unless you request to be excluded or “opt out.” If you exclude yourself, you will not receive any benefits of the settlement, but you will not be bound by any judgment or release in this Action and will keep your right to sue VCCU on your own if you want. If you exclude yourself, you may not object to the Settlement.

To exclude yourself from the settlement, you must send a request for exclusion to the Settlement Administrator at the address below by first class mail postmarked no later than November 7, 2020, and containing all of the following: (1) the name of the Action “*Lawson v. Ventura County Credit Union*”; (2) your full name, current address, telephone number, and your VCCU Account number; (3) a statement of your intent to exclude yourself; and (4) your signature and the date you signed it. If you do not follow these procedures to exclude yourself, your rights will be determined in this Action if this settlement receives final judicial approval.

### **Your Rights—Objection to the Settlement**

If you do not request to be excluded, you may object to the settlement. You may not do both. To object to the settlement, you must file a written objection and mail it to Class Counsel and VCCU's Counsel at the addresses provided below, by first class mail postmarked no later than November 7, 2020. Your objection must provide all of the following: (1) the name of the Action “*Lawson v. Ventura County Credit Union*”; (2) your full name, current address, telephone number, and your VCCU Account number; (3) a clear statement of each objection; (4) all supporting evidence and briefing you wish to have considered in support of the objection; and (5) your signature and the date of your signature. Objectors are not required to attend the Final Approval Hearing, but may do so.

### **The Final Approval Hearing**

The proposed settlement must be finally approved by the Court. The Court has set the Final Approval Hearing for December 7, 2020 at 8:20 A.M. (subject to change without further notice), in the Superior Court of Ventura County in Department 41 to determine whether the settlement should be approved as fair, reasonable and adequate; whether certification of the Settlement Class is proper; the amount of reasonable attorneys' fees and costs, and the amount of the service award; and whether the settlement should be finally approved.

You do not need to hire a lawyer, but may if you want to do so. You and the Settlement Class are already represented by Class Counsel listed below, at no out-of-pocket cost to you.

The settlement will not take effect unless and until: (1) the Court approves the settlement at the Final Approval Hearing, and (2) the Final Approval Order and Judgment is entered by the Court

and no longer subject to any appellate challenge. After the Court grants final approval and the time to appeal has expired or appeals are exhausted, the settlement will become final, and you will receive the class benefits set forth above. If the Court does not approve the settlement, Settlement Class Members will not receive any benefits described in this Notice and it will be as if no settlement had been reached.

**More Information**

This Notice, which has been approved by the Court, is only a summary. You may call the Settlement Administrator directly for updates regarding the Court hearing dates at 1-866-748-5140. If you have additional questions concerning this Action, the Class Notice, or settlement, you may contact Class Counsel. The pleadings and other records in this litigation, including the Settlement Agreement, are on file with the Court and available to be inspected during regular business hours at the Clerk's Office. The Clerk of the Court is located at 800 S. Victoria Ave., Ventura, CA 93009. **Please do not contact the Judge.**

<b>Settlement Administrator:</b> Lawson v. Ventura County Credit Union Settlement Administrator P.O. Box 43434 Providence, RI 02940-3434 1-866-748-5140 www.vccusettlement.com	<b>Class Counsel:</b> KEMNITZER, BARRON & KRIEG LLP Bryan Kemnitzer Kristin Kemnitzer 42 Miller Ave., 3 <sup>rd</sup> Floor Mill Valley, CA 94941 (800) 520-4525	<b>Counsel for VCCU:</b> LITCHFIELD CAVO, LLP Mark Worthge 2 North Lake Ave., Ste. 400 Pasadena, CA 91101
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