

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.

| <b>Your Legal Rights and Options</b>                                          | <b>What They Mean</b>                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing</b>                                                             | 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 the enclosed Election Not to Accept Compromise of Disputed Deficiency Balance. |
| <b>Exclude Yourself from the Settlement</b>                                   | 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 November 20, 2026.                                                                                                                                                    |
| <b>Decline the Deficiency Compromise but Retain Other Settlement Benefits</b> | 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 November 20, 2026.                                                                                                                   |
| <b>Object</b>                                                                 | 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 November 20, 2026.                                                                                                                                                                                                                                                      |
| <b>Go to a Hearing</b>                                                        | You may ask to speak in Court about the fairness of the Settlement at the Final Approval Hearing on December 7, 2026, at 10:00 a.m..                                                                                                                                                                                                                                                                                           |

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 the website below created for this settlement.

Settlement Administrator Email: [info@HarrisonRepoSettlement.com](mailto:info@HarrisonRepoSettlement.com)

Settlement Administrator telephone: 1-866-473-1092

Settlement website: [www.HarrisonRepoSettlement.com](http://www.HarrisonRepoSettlement.com)

Class Counsel telephone: 1-888-668-1225

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## 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. The estimated payment can be viewed at the case website: [www.HarrisonRepoSettlement.com](http://www.HarrisonRepoSettlement.com). This payment will be sent to you by check unless you promptly request one of the other available payment methods offered via the Select Payment Method button on the website.

**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 the enclosed 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 November 20, 2026, 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: [www.HarrisonRepoSettlement.com](http://www.HarrisonRepoSettlement.com).

### **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 November 20, 2026. 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 November 20, 2026. 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                                                                                           |
|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Harrison v HFCU<br>c/o Settlement Administrator<br>P.O. Box 23648<br>Jacksonville, FL 32241 | Jody T. López-Jacobs<br>FLITTER MILZ, P.C.<br>450 N. Narberth Ave.,<br>Suite 101<br>Narberth, PA 19072 | Bradley E. Faber<br>GORDON REES SCULLY<br>MANSUKHANI, LLP<br>1 N. Wacker, Suite 1600<br>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 December 7, 2026, at 10:00 a.m. 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 the enclosed 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 [www.HarrisonRepoSettlement.com](http://www.HarrisonRepoSettlement.com), 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 email: [info@HarrisonRepoSettlement.com](mailto:info@HarrisonRepoSettlement.com)

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