

If you owned property repossessed by Notre Dame Federal Credit Union, you could get valuable benefits from a class-action settlement.

A court approved this notice. This is not an advertisement from a lawyer.

- You may be eligible to participate in a settlement with benefits, including money, the write-off of certain debts, and the deletion of certain negative credit information from credit reports for certain persons who had a consumer loan or financing agreement with Notre Dame Federal Credit Union (“Credit Union”) and had their vehicle repossessed and sold by Credit Union.
- The settlement resolves a lawsuit over whether Credit Union sent a Uniform Commercial Code compliant notice to you that purported to explain how you could get the vehicle back and stop Credit Union from selling it. The notice at issue must have been dated on or between February 11, 2012, to September 5, 2023, to be a part of the Class and eligible to receive the benefits explained below. This settlement avoids costs and risks to you from the lawsuit; provides benefits to borrowers like you; and releases Credit Union from liability.
- The two sides disagree on whether the borrowers could’ve won and on how much money they would’ve been entitled to had they won.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.
- Consult your tax adviser about the tax issues associated with this settlement. Relief provided under this settlement, including money and debt reduction, may be subject to tax.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you do nothing, you will get money or other benefits from the settlement. But you won’t be able to sue Credit Union for claims like the ones in this lawsuit.
EXCLUDE YOURSELF	If you want to sue Credit Union on your own, you can choose to leave the settlement. You won’t get any money or benefits if you do this.
OBJECT	You can tell the court if you don’t like the settlement.
GO TO A HEARING	You can go to court and talk about whether the settlement is fair.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court must still decide whether to approve the settlement. Money and benefits will be provided if the Court approves the settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why did I get a notice?

If you got a loan from Notre Dame Federal Credit Union to buy something, like a car, and the credit union took it back and sold it, you were likely sent a presale notice or post-sale notice.

You were sent a short form notice by regular mail on February 14, 2025, because you should know about a proposed settlement of a class action lawsuit in which you may be a class member, and about all your options, before the Court decides whether to approve the settlement. If the Court approves it, and after objections and appeals are resolved (if any), Credit Union will write-off any remaining alleged debts and request removal of the negative “tradeline” from your consumer credit reports, meaning your default, repossession, and unpaid deficiency balance should no longer show up on your consumer credit reports. Class members will also receive payments, as described more fully in this notice.

This notice explains in greater detail the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge is Kosciusko County Superior Court, Indiana, and the case is *Notre Dame Federal Credit Union. v. David Dilley*, Case No. 43D04-2109-CC-000568.

2. What is this lawsuit about?

The lawsuit claimed, among other things, Credit Union did not provide proper notices as required by Indiana’s Uniform Commercial Code. You can read the claims in more detail in Defendant David Dilley’s Second Amended Counterclaim at www.dilleyclassaction.com.

3. Why is this a class action?

In a class action, one person (David Dilley in this case) sues for a group of people who have the same problem. This group of people is called the “Class” or “Class Members.” One court and one judge handle the case for everyone in the Class, unless someone chooses to leave the group. Judge Christopher D. Kehler is the judge in charge of this case.

4. Why is there a settlement?

The two sides don’t agree on who would have won the case or what Dilley and the group of people he represents (the Class) would have gotten if they had won. Dilley thought he could have gotten back 10% of his loan amount and the finance charges stated on his loan. He also thought he could have had his remaining debt erased and bad marks removed from his credit report. Credit Union, however, thought the Class didn’t deserve anything and Credit Union could still collect the debt or sue the Class to get it back.

Since neither side was sure what would happen in a trial, they decided to settle. This way, they avoid the cost of a trial, and the people in the Class get money and other benefits faster. Dilley, Credit Union, and the lawyers believe the settlement is fair for everyone.

QUESTIONS? CALL 1-800-843-3198 TOLL FREE OR EMAIL INFO@DILLEYCLASSACTION.COM

WHO IS IN THE SETTLEMENT

To see if you will get money and other benefits from this settlement, you first must decide if you are a Class Member.

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

Judge Kehler decided everyone who fits this description is a Class Member:

All persons to whom Credit Union mailed a presale notice or post-sale notice from February 11, 2012 to September 5, 2023.

6. Are there exceptions to being included?

If you got a loan from Credit Union, that alone doesn't make you a Class Member. You are a Class Member only if you fit the description above.

7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-800-843-3198 or visit www.dilleyclassaction.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the settlement provide?

Credit Union has agreed to provide the Class with settlement benefits, which include:

MONEY

Credit Union has agreed to create a \$1,650,000 fund to pay: (a) Class Members; (b) the attorneys' fees and expenses for representing the Class; and (c) David Dilley for his services as Class Representative. This amount is called the "Cash Fund." Credit Union has also agreed to assign its claims and rights against certain companies that provided it insurance for the claims made in this lawsuit. Class Members will receive the money remaining from any recovery from the insurers after attorney's fees and costs are deducted.

DEFICIENCY WRITE-OFF

After the Effective Date (as defined in the Settlement Agreement) Credit Union will no longer seek to collect any money it claimed you still owed after it repossessed and sold your property. These outstanding amounts are called "Deficiency Balances," and Credit Union has agreed to request removal of the corresponding negative "tradeline" from your consumer credit reports. Credit Union estimates the value of this benefit to the Class and the Deficiency Balances during the class period being eliminated, at this time, is approximately \$9,894,722.45. This amount is called the "Deficiency Write-Off."

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CREDIT BUREAU REPORTING

After the Effective Date, Credit Union will request removal of deficiency balance information from your credit report with the nationwide consumer reporting companies—Equifax, Experian, and TransUnion—related to the Deficiency Balances and Debt Write-Offs. This might increase your credit score.

TAX ADVICE

Class Members are strongly encouraged to consult with a tax professional about the tax effects of any money and other benefits (including the Deficiency Write-Off) received from this settlement. The attorneys in this case cannot provide you with any tax advice, and your receipt of benefits under this settlement might have tax consequences.

9. What can I get from the settlement?

Every person in the Class will get benefits from the settlement. The amount of money each person will get depends on their share of the total settlement fund. This share is based on 10% of the amount each class member originally borrowed plus each class member's finance charge (or an average if the information wasn't available). All these amounts are added together for everyone in the Class to figure out how much each person will get.

HOW YOU GET SETTLEMENT BENEFITS

10. How can I get my settlement benefits?

By doing nothing, unless you opt out of this settlement, you will receive the benefits that come from the settlement, including money.

11. When would I get my settlement benefits?

The Court will hold a final fairness hearing at **1:30PM**, on **March 24, 2025**, to decide whether to approve the settlement. Even if Judge Kehler approves the settlement, there may be appeals. It's always uncertain how an appeal will be resolved and how long it will take. Some appeals take more than a year. Please be patient. You'll receive your payment and other benefits if the settlement is approved and after that approval becomes a "final judgment" (i.e. after any appeals are resolved or the time for appealing has passed).

12. What am I giving up to get settlement benefits or stay in the Class?

Unless you exclude yourself by following the procedure below, you are a part of the Class, and that means you can't sue, continue to sue, or be part of any other lawsuit against Credit Union about the legal issues in this case. For example, you won't be able to make any independent claim against Credit Union arising from the written notices (presale and post-sale notices) this lawsuit is about. Staying in the Class also means all the Court's orders in this lawsuit will apply to you and legally bind you. To see exactly the legal

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claims and defenses you give up if you get settlement benefits, please view the Settlement Agreement at www.dilleyclassaction.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want benefits from this settlement, but you want to keep the right to sue or continue to sue Credit Union on your own about the legal issues in this case, then you must take steps to get out of the settlement. This is called "excluding" yourself—or is sometimes called "opting out" of the Class.

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying you want to be excluded from *Notre Dame Federal Credit Union. v. David Dilley*, Case No. 43D04-2109-CC-000568. Include your name, address, telephone number, last four digits of your Social Security Number, and the name of any other person on your agreement with Credit Union, along with your signature. The exclusion request must be signed by you **and by any co-borrower on your agreement**, unless the co-borrower is deceased, in which case you must include a death certificate with your request. You cannot exclude yourself by having an actual or purported agent or attorney acting for you or a group of class members sign the letter. You must mail your exclusion request postmarked no later than 30 days after the mailing of class notice, to:

NDFCU v Dilley
c/o Settlement Administrator
PO Box 23309
Jacksonville, FL 32241

If you ask to be excluded, you'll get no settlement benefits, and you cannot object to the settlement. You won't be legally bound by anything that happens. You may sue (or continue to sue) Credit Union about the claims asserted.

14. If I don't exclude myself, can I sue Credit Union for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Credit Union for the claims this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this settlement to continue your own lawsuit. Remember, the exclusion deadline is **March 16, 2025**. Exclusion requests postmarked later than this date will not be honored.

15. If I exclude myself, can I get benefits from this settlement?

No. But you may sue, continue to sue, or be part of a different lawsuit against Credit Union about the same types of claims that were made in this case.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court appointed Jeff Gibson and his law firm, Wagner Reese LLP, Martin Daesch of OnderLaw LLC, Jesse Rochman of OnderLaw LLC, and Craig Richards of OnderLaw LLC to represent you and other Class Members. These attorneys are called Class Counsel. They are experienced in handling similar class action cases against consumer lenders. More information about these lawyers and their firm is available at www.wagnerreese.com and www.onderlaw.com. You need not hire your own lawyer because Class Counsel is working for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel has prosecuted this litigation on a contingent basis and has incurred or advanced all costs, expenses, and attorneys' fees associated with the lawsuit. Class Counsel hasn't been paid for their work or received reimbursement for the expenses they have incurred or advanced for the class representative and class members. Class Counsel will ask the Court to approve payment of no greater than 35% of the quantifiable settlement benefits in attorneys' fees. Class Counsel will also ask to recover costs and expenses in an amount not to exceed \$40,000. Class Counsel will also petition the Court to award David Dilley \$20,000 for his services as Class Representative. Any fees and expenses awarded by the Court to Class Counsel is supposed to compensate and reimburse Class Counsel for investigating the facts, litigating the case, negotiating the settlement, and paying the costs to administer the settlement.

If Class Counsel litigates with Credit Union's insurers, Class Counsel will incur additional costs, expenses and attorneys' fees associated that litigation. Class Counsel will not be paid for their work or receive reimbursement for the expenses they incur or advance associated with litigating with Credit Union's insurers. Class Counsel will ask the Court for its reasonable costs, expenses, and attorney's fees from any recovery obtained from Credit Union's insurers.

OBJECTING TO THE SETTLEMENT

You can tell the Court you don't agree with the settlement or some part.

18. How do I tell the Court I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like it. You can explain why you think the Court shouldn't approve it. The Court will consider your views. To object, you must send a letter saying you object to *Notre Dame Federal Credit Union. v. David Dilley*, Case No. 43D04-2109-CC-000568. Your letter must include your name, address, telephone number, facsimile number (if available), email address (if available), last four digits of your Social Security Number, a statement of your objections, and the reasons and facts you contend support your objections. Your objection must include any documents (including loan documents) you rely upon to support your objection and identify any witnesses you plan to use at the Fairness Hearing (described below). If there is other evidence (e.g., documents) that you rely upon for your objection, you must attach copies to your objection. If you plan to use expert witnesses about your objection, you must provide—with your objection—an expert report for each expert outlining the expert's opinions and the facts and reasons for the expert's opinions. You must also state whether you intend to appear

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at the Fairness Hearing and provide copies of any evidence you intend to use at the hearing. Finally, you must sign and date the objection and include a statement substantially in this form: “I declare (or certify, verify, or state) under penalty of perjury that all of the information in the objection is true and correct. Executed on (date). (Signature).”

Mail the objection to the Court, to Class Counsel, and to Credit Union’s Counsel at the separate addresses below. Your objection must be postmarked no later than thirty (30) days after the mailing of class notice:

COURT	CLASS COUNSEL	CREDIT UNION’S COUNSEL
Kosciusko County Clerk’s Office 121 N Lake St Warsaw, IN 46580	Jeff Gibson Wagner and Reese, LLP 11939 N. Meridian Street, Suite 100 Carmel, IN 46032 and Martin L. Daesch Craig W. Richards Jesse B. Rochman OnderLaw, LLC 110 E. Lockwood St. Louis, MO 63119	Kay Dee Baird Brett J. Ashton Scott S. Morrisson Krieg Devault LLP One Indiana Square, Suite 2800 Indianapolis, IN 46204

If an attorney is submitting the objection for you, besides information and materials discussed above, the objection must also include the name, address, telephone number, facsimile number (if available), and email address (if available) of your attorney and a detailed description of the legal authorities supporting each objection.

If you file an objection, Class Counsel or Credit Union’s Counsel may notice and take your deposition, consistent with the Indiana Trial Rules, at an agreed-upon location before the Fairness Hearing and seek any documentary evidence or other tangible things relevant to the objection. Failure by an objector to comply with discovery requests may cause the Court to strike the objection and otherwise deny that person the opportunity to be heard further. The Court reserves the right to tax the costs of any such discovery to the objector or objector’s counsel should the Court determine the objection is frivolous or is made for an improper purpose.

19. What’s the difference between objecting and excluding?

Objecting is telling the Court you don’t like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court you don’t want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

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

The Court will hold a Fairness Hearing at **1:30PM**, on **March 24, 2025**, at the Kosciusko Superior Court, located at 121 N Lake St, Warsaw IN 46580. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Kehler will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and the Class Representative. After the hearing, the Court will decide whether to approve the settlement. We don't know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer questions that Judge Kehler may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. If you mailed your written objection on time with all the required information, the Court will consider it. You may also pay your own lawyer to attend, but that is unnecessary.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. You may speak either for or against the settlement. To speak for the settlement, you must send a letter saying it is your "Notice of Intention to Appear in *Notre Dame Federal Credit Union v. David Dilley*, Case No. 65C01-1906-CC-00234." Include your name, address, telephone number, last four digits of your Social Security Number, and your signature. Your "Notice of Intention to Appear" must be postmarked no later than 20 days prior to the Fairness Hearing, be sent to the Circuit Clerk's Office, Class Counsel, and Credit Union's Counsel, at the three addresses provided in question 18.

If you plan to speak at the Fairness Hearing to tell the Court you don't like something about the settlement, you must submit an objection as detailed in question 18 and include with that objection a statement you intend to appear at the Fairness Hearing. The identity of any witnesses or experts you plan to present at the Fairness Hearing, with evidence you intend to present at the Fairness hearing, must also be included with your objection.

You cannot speak at the hearing if you excluded yourself or if you don't send in a request with the required information and documents.

GETTING MORE INFORMATION

23. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Notre Dame Federal Credit Union Settlement, c/o Settlement Administrator PO Box 23309 Jacksonville, FL 32241, or by visiting the website, www.dilleyclassaction.com.

24. How do I get more information?

You can call 1-800-843-3198 toll free, write to NDFCU v Dilley, c/o Settlement Administrator PO Box 23309 Jacksonville, FL 32241; or visit the website www.dilleyclassaction.com, where you will find information to help you determine whether you are a Class Member.

DATE: February 14, 2024