

STATE OF INDIANA)	ALLEN COUNTY CIRCUIT COURT
) SS:	
ALLEN COUNTY)	CAUSE NO. 02C01-1806-PL-000218
STEVEN D. GUYSE, on behalf of)	
himself and all others similarly situated,)	
Plaintiff,)	
)	
v.)	
)	
FORT FINANCIAL CREDIT UNION,)	
Defendant.)	

NOTICE OF PENDENCY OF CLASS ACTION LAWSUIT

If you had a car or truck financed and repossessed by Fort Financial Credit Union, a class action lawsuit may affect your rights.

*A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.*

- Plaintiff Steven D. Guyse has sued Fort Financial Credit Union (“Fort”) alleging improper vehicle repossession practices.
- The Court has allowed the lawsuit to go forward as a class action on behalf of Indiana consumers who financed a vehicle through Fort and who had their vehicles repossessed by Fort on or after June 21, 2008.
- The Court has not decided whether Fort did anything wrong. There is no money available now, and no guarantee there will be. However, your legal rights are affected, and you have a choice to make now:

Your Legal Rights and Options in this Lawsuit:	
Do Nothing	Stay in this lawsuit. Await the outcome. Give up certain rights. By doing nothing, you keep the possibility of getting money or benefits that may come from a trial or a settlement. But you give up any rights to sue Fort separately about the same legal claims in this lawsuit.
Ask to be Excluded	Get out of this lawsuit. Get no benefits from it. Keep your right to bring your own lawsuit. If you ask to be excluded and money or benefits are later awarded, you won’t share in those. But you keep any rights to sue Fort individually about the same legal claims made in this lawsuit.

- Your options are explained in this notice. To ask to be excluded, you must act before December 28, 2020.
- Plaintiff’s lawyers must prove the claims against Fort. If money or benefits are obtained from Fort, you will either receive a check or be notified about how to obtain a share.

1. Why did I get this notice?

Fort's records show that you financed a car or truck through Fort, and later had that vehicle repossessed by Fort. This notice explains that the Court has allowed, or "certified," a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court holds a trial. The trial is to decide whether the claims being made against Fort on your behalf are correct. Judge Thomas J. Felts of the Circuit Court in Allen County, Indiana, is overseeing this class action. The lawsuit is known as *Steven D. Guyse v. Fort Financial Credit Union*, Cause No. 02C01-1806-PL-000218.

2. What is this lawsuit about?

This lawsuit is about whether Fort provided consumers with proper notice of their rights after repossession of the consumer's vehicle and again after any auction sale of the vehicle. This lawsuit does not concern itself with the reasons for any default such as a failure to make payment under the loan agreement.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" or "plaintiff" (in this case, Steven Guyse), sue on behalf of other people who have similar claims. The people together are called a "Class" or "Class Members." The company sued (in this case, Fort Financial Credit Union) is called the Defendant. One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

4. Why is this lawsuit a class action?

The Court decided that this lawsuit can be a class action and move towards a trial because it meets the requirements of Indiana Rule of Trial Procedure 23, which governs class actions in the Indiana courts.

Specifically, the Court found that: there are (a) sufficiently numerous consumers who received the repossession notices and the post-auction notices challenged in this case; (b) there are legal questions and facts that are common among them; (c) Mr. Guyse's claims are typical of the claims of the rest of the Classes; (d) Mr. Guyse and the lawyers representing them will fairly and adequately represent the Classes' interests; (e) common legal questions and facts are more significant than questions that affect only individuals; and (f) a class action will be more efficient than having many individual lawsuits. More information about why the Court is allowing this lawsuit to be a class action is in the Court's October 16, 2020 Order Certifying Classes, which is available upon written request, or at the website created for this class action lawsuit www.FortRepoClassAction.com

5. What does the lawsuit complain about?

In the lawsuit, Plaintiff Guyse says that Fort failed to give the members of the Classes proper notice after repossession of the financed vehicle and after any auction of the financed vehicle. Plaintiff says that Fort's post-repossession notice: (a) failed to explain the consumer's potential liability for any post-auction deficiency; (b) state the method of intended disposition (public or

private auction); (c) stated there would be a “public sale” of collateral at “Fort Financial Credit Union, 3102 Spring St., Fort Wayne, IN”; (d) stated that there will be a “public sale” of collateral without describing the time and place of such public sale; or (e) failed to state that the borrower has a right to an accounting. Plaintiff also says that Fort’s post-auction letter failed to provide a proper explanation of the deficiency claimed to be due after repossession and sale of your vehicle.

6. How does Fort answer?

Fort denies that it did anything wrong.

7. Has the Court decided who is right?

The Court has not decided whether the Plaintiff Steven Guyse or the Defendant Fort is correct. By establishing the Classes and issuing this Notice, the Court is not suggesting that the Plaintiff will win or lose this case. The Plaintiff must prove his claims.

8. What is the Plaintiff asking for?

The Plaintiff is asking for a money award allowed under the Uniform Commercial Code as adopted in Indiana for himself and for each member of the Classes. Fort denies liability and asserts that any loan balance remaining after auction of the car should reduce or eliminate Plaintiff’s claims.

9. Is there any money available now?

No money or benefits are available now because the Court has not yet decided whether Fort violated the law, and the two sides have not settled the case. There is no guarantee that money or benefits will be obtained. If there are, you will either receive a check or be notified about how to obtain a share.

WHO IS IN THE CLASS

You need to decide whether you are affected by this lawsuit.

10. Am I part of this Class?

The Court has certified two Classes: Class “A” and Class “C”.

Class “A” is defined as persons who (1) financed a vehicle primarily for consumer use through Fort, or whose consumer loan contract or installment sales contract was assigned to Fort; (2) had an address in the State of Indiana at the date of repossession notice; (3) from whom Fort, as secured party, repossessed the financed vehicle or ordered it repossessed on or after June 21, 2008; and (4) who were sent a “Repossession Notice” that: (i) stated “If we get less money than you owe, you (will or will not as applicable – choose one) still owe use the difference”; or (ii) stated that the collateral will be sold “at a public or private sale”; or (iii) stated that there will be a “public sale” of collateral at “Fort Financial Credit Union, 3102 Spring St., Fort Wayne, IN” or other address that is a business address for Fort Financial; or (iv) stated that there will be a “public sale” of collateral without describing the time and place of such public disposition; or (v) did not state “If you want us to explain to you in writing how we figured the amount that you owe,” nor otherwise advise that the borrower has the right to request an accounting.

Class "C" is defined as all members of Class "A" who: (1) were sent a Deficiency Notice from Fort: (i) that reflected "repossession expense" and "selling expense;" or (ii) stated "Deficiency Balance, not including accrued interest."

Fort's records show that you are a member of Class "A." You may also be a member of Class "C."

11. Does this affect my car loan with Fort in any way?

Potentially. The Plaintiff's claims would not affect your car loan unless the car was returned to you after it was repossessed.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded before the trial, and you have to decide this now.

12. What happens if I do nothing at all?

You do not have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. By doing nothing, you are staying in the Class. If you stay in and the Plaintiff obtains money or other benefits from this suit, either as a result of the trial or a settlement, you will receive a check or be notified about how to apply for a share. Keep in mind that if you do nothing now, regardless of whether the Plaintiff wins or loses the trial, you will not be able to sue, or continue to sue Fort as part of any other lawsuit about the same legal claims that are the subject of this lawsuit. You will also be legally bound by all of the orders the Court issues and judgments the Court makes in this class action.

13. Why would I ask to be excluded?

If you already have your own improper repossession practices or similar lawsuit pending against Fort and want to continue with it, or if you do not want to be part of this class case for any reason, you need to ask to be excluded from the Class. If you exclude yourself from the Class – sometimes called "opting-out" of the Class – you won't get any money or benefits from this lawsuit even if the Plaintiff obtains them as a result of the trial or from any settlement (that may or may not be reached) between Fort and the Plaintiff. However, you may then be able to sue or continue to sue Fort for improper vehicle repossession practices that occurred. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action.

If you start your own lawsuit against Fort after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against Fort, you should talk to your own lawyer very soon, because your claims may be subject to a statute of limitations.

If this case is successful, you may be entitled to statutory damages equal to the "Finance Charge" from your loan agreement plus 10% of the amount you financed. You could be awarded less or nothing. If you feel you can prove a claim to a larger amount of harm or 'damages' you can choose to opt-out or exclude yourself from this case to pursue your own lawsuit at your own expense for any actual damages you may have suffered.

14. How do I ask the Court to exclude me from the Class?

To ask to be excluded, you must send an “Exclusion Request” in the form of a letter sent by mail, stating that you want to be excluded from *Steven D. Guyse v. Fort Financial Credit Union*, Cause No. 02C01-1806-PL-000218 to the Class Administrator American Legal Claims Service. Be sure to include your name and address, and sign and date the letter. You must mail your Exclusion Request by December 28, 2020 to:

Fort Repo Class Action
c/o American Legal Claim Service
P.O. Box 23698
Jacksonville, FL 32241

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court decided that the law firms of Hammerschmidt, Amaral & Jonas of South Bend, IN, Barrett Wylie, LLC of Bloomington, IN, and Flitter Milz, P.C. of Narberth, PA are qualified to represent you and all members of the Classes. The law firms are called Class Counsel. They are experienced in handling similar consumer cases against financial institutions like Fort.

16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one, but you will have to pay that lawyer. You can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

17. How will the lawyers be paid?

If Class Counsel get money or benefits for the Class, they will ask the Court for fees and expenses to be awarded from the body of any class award or settlement. Any award of Class Counsel fees and expenses is subject to an application to and approval of the Court.

THE TRIAL

18. How and when will the Court decide who is right?

As long as the case is not resolved by a settlement or otherwise, the Plaintiff will have to prove his claims at a trial. No trial date has been set yet. You do not need to attend the trial. Class Counsel will present the case for the Plaintiff and the Class. You or your own lawyer are welcome to come at your own expense if you wish, however.

19. Will I get money after the trial?

If the Plaintiff obtains money or benefits as a result of the trial or a settlement, you will be notified about the payment or how to claim. There is no assurance that money will be awarded or paid in the case.

GETTING MORE INFORMATION

20. Are more details available?

You may visit the Court's website at <https://public.courts.in.gov/> or the case website www.FortRepoClassAction.com and search for any opinions or significant orders issued in the case. If you have further questions or need a copy of a document filed in the case, you may contact Plaintiff's counsel:

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IF YOU HAVE QUESTIONS, PLEASE CALL CLASS COUNSEL.

Remember, you will remain a Class Member unless you exclude yourself as noted in ¶ 14.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE CASE TO THE CLERK OF THE COURT, TO THE JUDGE, OR TO DEFENSE COUNSEL.

They are not permitted to answer your questions.