

CAPITAL ONE REPO SETTLEMENT

In re: Dudo, et al. v. Capital One d/b/a Capital One Auto Finance, Case No. 296-2020-CD

FREQUENTLY ASKED QUESTIONS (FAQS)

BASIC INFORMATION.....	1
1. Why did I receive a notice?.....	1
2. What is this lawsuit about?.....	1
3. Why is this a class action?.....	1
4. Why is there a settlement?.....	1
5. Who is included in the Settlement?.....	2
6. What if I am not sure whether I am included in the Settlement?.....	2
7. Who is Class Counsel?.....	2
8. How will Class Counsel be paid?.....	3
9. Do I need to hire my own lawyer?.....	3
SETTLEMENT BENEFITS.....	3
10. What are the settlement benefits?.....	3
11. How much will I receive?.....	3
12. What is the payment refund benefit?.....	4
13. What is the deficiency balance elimination benefit?.....	4
14. What is the credit reporting benefit?.....	4
15. When will I receive my benefits?.....	4
16. What am I giving up and what claims might I still have to pursue if I remain in the Settlement?.....	4
17. How will this Settlement affect my taxes?.....	5
18. What if the Class Member is deceased?.....	5
19. What if I am a debtor in bankruptcy?.....	5
20. What happens if I voluntarily surrendered my vehicle?.....	5
21. Do I need to do anything to receive the settlement benefits?.....	5
EXCLUDING YOURSELF FROM THE SETTLEMENT.....	5
22. What if I don't want to be included in this Settlement?.....	5
23. How do I exclude myself from the settlement?.....	5
24. Can I sue the bank for the same thing later?.....	6
25. If I exclude myself, can I still benefit from this Settlement?.....	6
OBJECTING TO THE SETTLEMENT.....	6
26. Can I tell the Court that I do not like the settlement?.....	6
27. Can I object to the equal division of the cash payments and/or deficiency payment refunds between co-borrowers?..	7
28. What is the difference between objecting and asking to be excluded?.....	7
THE COURT'S FAIRNESS HEARING.....	7
29. What is the Court's fairness hearing?.....	7
30. When and where is the fairness hearing?.....	8
31. Do I need to attend the fairness hearing?.....	8
32. May I speak at the fairness hearing?.....	8

CAPITAL ONE REPO SETTLEMENT

In re: Dudo, et al. v. Capital One d/b/a Capital One Auto Finance, Case No. 296-2020-CD

BASIC INFORMATION

1. WHY DID I RECEIVE A NOTICE?

The Court of Common Pleas for Jefferson County, Pennsylvania (“Court”) authorized the Notice of Proposed Class Action Lawsuit (“Notice” or “Class Notice”) because you have a right to know about the proposed settlement of the lawsuit (“Settlement”) and about all your options before the Court decides whether to grant final approval to the Settlement. The Notice details the lawsuit, the proposed Settlement, and your legal rights.

2. WHAT IS THIS LAWSUIT ABOUT?

The people (“Plaintiffs”) who sued Capital One, N.A., d/b/a Capital One Auto Finance, (“Bank”) have claimed that the Bank violated Pennsylvania law by failing to send its borrowers proper Post-Repossession Notices describing their rights after it repossessed their financed vehicles. The Bank denies that it did anything wrong and has asserted a variety of defenses. The Bank further asserts that it has the right to pursue the collection of the outstanding balances of the borrowers’ loans following the sales of the repossessed vehicles, which are referred to as “deficiency balances.” Plaintiffs dispute that the Bank can pursue collection of the borrowers’ deficiency balances. These issues have not yet been decided by the Court, and, if this Settlement is approved, these issues will not be resolved on the merits.

3. WHY IS THIS A CLASS ACTION?

In a class action, one or more people called “representative plaintiffs” sue on behalf of themselves and other people with similar claims. All these people together are the “class” or “class members.” In this Lawsuit, the Plaintiffs, Michael Dudo, Danielle Dudo, Gwendolyn Terrell, Scott Clark, individually and as Administrator of the Estate of Lisa Clark, Robert Arquillo, James Dwyer, Anthony Wagner, and Constance Wagner are the representative plaintiffs. If this Settlement is approved, the Settlement will resolve the claims of all the class members except for those individuals who exclude themselves from the class.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of the Plaintiffs or the Bank. Instead, both sides have agreed to the Settlement. By agreeing to this Settlement, both sides avoid the cost and risk of a trial, and the individuals affected may decide whether to participate in the Settlement. Class Counsel recommends the Settlement. Without a settlement, there would continue to be a dispute concerning class certification and disputes concerning liability and damages that would need to be determined at trial. A trial could result in a greater payment to class members, a smaller payment to class members, or no payment to class members, and potentially could result in class members being held liable for the deficiency balances which, though disputed, the Bank claims are owed. This Settlement provides several benefits, including cash settlement payments, the compromise and extinguishment of disputed deficiency balances, the refund of payments made toward the deficiency balances on or after March 26, 2018, and requests to the credit reporting agencies to delete the class members’ trade lines related to their auto loans with the Bank. The Settlement does not mean that the Bank did anything wrong.

CAPITAL ONE REPO SETTLEMENT

In re: Dudo, et al. v. Capital One d/b/a Capital One Auto Finance, Case No. 296-2020-CD

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received a Notice in the mail, the Bank's records indicate you are a class Member and you are included in this Settlement. If you did not receive a Notice, you may still be a class member and included in this Settlement if:

- You financed a motor vehicle primarily for personal, family, or household use, pledging the vehicle as collateral;
- Your auto loan was assigned to the Bank;
- Your vehicle that was pledged as collateral was repossessed by or at the direction of the Bank;
- Either you or the co-borrower on your loan had a Pennsylvania mailing address, according to the Bank's records, as of the date of the repossession;
- The Bank sent you a Post-Repossession Notice stating that your repossessed vehicle would be sold at a "private sale";
- Sometime between December 31, 2012 and March 26, 2018, inclusive, your vehicle was offered for sale at ADESA Mercer; and,
- You are not a member of Class 1 in the class action settlement in the Langer Action, a different class action settlement with Capital One.

6. WHAT IF I AM NOT SURE WHETHER I AM INCLUDED IN THE SETTLEMENT?

If you are not sure whether you are included in the Settlement, you may call Class Counsel at 888-655-1989 or 412-716-5800 with questions. You may also contact the Settlement Administrator using the information below:

CAPITAL ONE CLASS SETTLEMENT
BrownGreer, PLC, Settlement Administrator
P.O. Box 25431
Richmond, Virginia 23260
Phone: 888-660-1378
Fax: 804-655-6585
E-Mail: Questions@RepoClass.Com

7. WHO IS CLASS COUNSEL?

The Court has approved Richard Shenkan and the law firm of Shenkan Injury Lawyers, LLC as Class Counsel to represent all class members in this case.

Richard Shenkan
Shenkan Injury Lawyers, LLC
6550 Lakeshore Street
West Bloomfield, Michigan 48323
Phone: 888-655-1989 or 412-716-5800
E-Mail: rshenkan@shenkanlaw.com

CAPITAL ONE REPO SETTLEMENT

In re: Dudo, et al. v. Capital One d/b/a Capital One Auto Finance, Case No. 296-2020-CD

class members will not be charged individually for this legal service; rather, Class Counsel's fees will be paid from the Settlement Fund with the approval of the Court. You can speak with Class Counsel at no charge about this case.

8. HOW WILL CLASS COUNSEL BE PAID?

Class Counsel will ask the Court for attorneys' fees of up to \$3,000,000 and expenses of up to \$150,000, including settlement administration costs. An attorneys' fee in this amount represents approximately 13% of the value of the aggregate benefit including the cash payment and the compromise and extinguishment of the disputed deficiency balances. The value of the requests for credit tradeline removal will vary based upon each class member; however, these are significant additional benefits. The fees and expenses awarded by the Court will be paid out of the \$7.5 million settlement fund. Class Counsel will also request special service payments of no more than \$15,000 each for the Representative Plaintiffs for their services as class representatives for the Class. These service payments also will be paid from the settlement fund. The Court could decide to award less than the amounts requested for fees, costs, and service payments.

9. DO I NEED TO HIRE MY OWN LAWYER?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want to hire your own lawyer, you may hire one at your own expense.

SETTLEMENT BENEFITS

10. WHAT ARE THE SETTLEMENT BENEFITS?

If the Settlement is approved and becomes final, it will provide, among other things, the following benefits:

- A total cash settlement payment of \$7.5 million, to be paid to the class members after the deduction of Class Counsel's attorneys' fees and costs, incentive awards to the Plaintiffs, and settlement administration costs;
- Refunds of the payments class members made toward their deficiency balances on or after March 26, 2018;
- The compromise and extinguishment of the class members' disputed deficiency balances; and
- Requests to the credit reporting agencies to delete the credit trade lines associated with the class members' auto loans with the Bank.

More details are in the Settlement Agreement, which is available under the documents page of the public website, or by accessing the record for this lawsuit at the Jefferson County Prothonotary's Office, located at the Jefferson County Courthouse, 200 Main Street, 2nd Floor, Brookville, PA 15825.

11. HOW MUCH WILL I RECEIVE?

The Bank has agreed to pay a settlement amount of \$7,500,000. After deducting Class Counsel's attorneys' fees and costs, the settlement administration costs, and incentive awards to the Plaintiffs, the net settlement amount will be paid to the class members in equal payments for each auto loan at issue, with estimated net settlement payments of approximately \$1,580 each for auto loans with only one borrower, and estimated net settlement payments of \$790 per co-borrower for auto loans with two co-borrowers. These amounts are estimates, and the actual cash payments could be smaller or larger than these estimates.

CAPITAL ONE REPO SETTLEMENT

In re: Dudo, et al. v. Capital One d/b/a Capital One Auto Finance, Case No. 296-2020-CD

If you had more than one vehicle repossessed by the Bank, you may be entitled to such a payment for each repossessed vehicle. If the same vehicle was repossessed more than once, you will receive one payment.

12. WHAT IS THE PAYMENT REFUND BENEFIT?

If the Bank received any payments made on or after March 26, 2018 towards a deficiency balance on your auto loan, the Bank has agreed to refund you 100% of such payments.

13. WHAT IS THE DEFICIENCY BALANCE ELIMINATION BENEFIT?

If the Bank sold your repossessed vehicle and the amount of the sale did not cover the amount that you purportedly owed on the loan, then you may owe the Bank a deficiency balance.

Example: At the time the Bank sold Amanda's repossessed vehicle, she owed \$10,000 on her loan. The Bank incurred \$250 to repossess her vehicle and \$250 to sell the vehicle. Amanda's vehicle sold for \$6,000 at auction. Amanda's deficiency balance would be \$4,500.

Calculation:

$$\begin{array}{rclcl} [(\$10,000 + \$250 + \$250)] & - & (\$6,000) & = & \$4,500 \\ \text{(Total amount owed by Amanda)} & & \text{(Amount from vehicle sale)} & & \text{(Deficiency Balance)} \end{array}$$

Plaintiffs dispute that any deficiency balances are owed by any class members. As part of the Settlement, the Bank agrees to compromise and extinguish all the class members' disputed deficiency balances by way of an accord and satisfaction. If you exclude yourself from the Settlement, you may owe this disputed deficiency balance.

14. WHAT IS THE CREDIT REPORTING BENEFIT?

As part of the Settlement, the Bank will ask Experian, Equifax, and TransUnion to delete the credit trade line associated with your auto loan with the Bank. It is likely that your credit score will increase as a result of this benefit unless you filed for bankruptcy; however, there is no guarantee as to this positive effect.

15. WHEN WILL I RECEIVE MY BENEFITS?

Class members will receive their payments and other benefits after the Court grants final approval of the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

16. WHAT AM I GIVING UP AND WHAT CLAIMS MIGHT I STILL HAVE TO PURSUE IF I REMAIN IN THE SETTLEMENT?

Unless you exclude yourself from the Settlement, you will remain in the Settlement and you will give up your right to sue (or continue a lawsuit against) the Bank for the same type of claims as are being resolved by this Settlement. The released claims are set forth in Section 9 of Settlement Agreement. The full Settlement Agreement is available under the documents page of the public website.

CAPITAL ONE REPO SETTLEMENT

In re: Dudo, et al. v. Capital One d/b/a Capital One Auto Finance, Case No. 296-2020-CD

17. HOW WILL THIS SETTLEMENT AFFECT MY TAXES?

The Settlement Administrator cannot offer tax advice. You should consult a tax professional because all situations are unique. You may need to pay taxes on any cash settlement payment and the Bank will send IRS Forms 1099-C as a result of the compromise and extinguishment of the class members' disputed deficiency balances. You should ask your tax professional about this aspect of the settlement as well.

18. WHAT IF THE CLASS MEMBER IS DECEASED?

If proper documentation of the death of the class member is promptly sent to the Settlement Administrator, a check will be issued (or re-issued) to the class member's estate or personal representative

If the class member is deceased, please send a copy of the death certificate to the Settlement Administrator and contact the Settlement Administrator at 888-660-1378 or Class Counsel at 888-655-1989 or 412-716-5800 for more information.

19. WHAT IF I AM A DEBTOR IN BANKRUPTCY?

You should discuss this Settlement with your bankruptcy attorney even if your bankruptcy case is closed. Your claim may be considered property of the bankruptcy estate under Section 541 of the United State Bankruptcy Code.

20. WHAT HAPPENS IF I VOLUNTARILY SURRENDERED MY VEHICLE?

Because the lawsuit challenges the content of the Post-Repossession Notices and is not based on actual harm you may have suffered, you will still have the right to share in all the monetary and equitable relief, including the request for deletion of your credit trade line.

21. DO I NEED TO DO ANYTHING TO RECEIVE THE SETTLEMENT BENEFITS?

No. Assuming that the Court approves the Settlement, you do not need to do anything further in order to remain a part of the Settlement and to receive a settlement payment, the credit reporting benefit, and the extinguishment of your compromised deficiency balance.

EXCLUDING YOURSELF FROM THE SETTLEMENT

22. WHAT IF I DON'T WANT TO BE INCLUDED IN THIS SETTLEMENT?

If you do not want a settlement payment or the other significant benefits from this Settlement, and you instead want to keep the right to sue or continue to sue the Bank on your own about the issues in this case, then you must take steps to exclude yourself from (or "opt out" of) the Settlement.

23. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the settlement, you must send a written exclusion request to the Settlement Administrator using one of the below methods:

CAPITAL ONE REPO SETTLEMENT

In re: Dudo, et al. v. Capital One d/b/a Capital One Auto Finance, Case No. 296-2020-CD

MAIL: CAPITAL ONE REPO SETTLEMENT

BrownGreer, PLC
P.O. Box 25431
Richmond, Virginia 23260

FAX: 804-655-6585

E-MAIL: Questions@RepoClass.com

Your exclusion request must be postmarked or sent with a transmittal date no later than June 29, 2020, forty-five (45) days after the date of the Class Notice. Your request must clearly state that you want to be excluded from the settlement and include your full name, address, e-mail address (if available), telephone number, and signature.

24. CAN I SUE THE BANK FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue the Bank for the claims that this Settlement resolves on your behalf. If you have a pending lawsuit, speak to your lawyer in that case immediately because your legal rights may be adversely affected by this Settlement. You must exclude yourself from this Settlement in order to start or to continue your own lawsuit for the same or similar claims. Your rights may be affected by this Settlement.

25. IF I EXCLUDE MYSELF, CAN I STILL BENEFIT FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this lawsuit or Settlement, the compromise and extinguishment of your deficiency balance, or any other benefit in connection with the Settlement.

OBJECTING TO THE SETTLEMENT

26. CAN I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?

If you are a class member and disagree with all or part of the Settlement, you can submit a written object to the Settlement Administrator. The Court will consider all timely and properly filed objections when considering whether to grant final approval. To object to the Settlement, you must timely send a written communication to the Settlement Administrator using one of the below methods:

MAIL: CAPITAL ONE REPO SETTLEMENT

BrownGreer, PLC
P.O. Box 25431
Richmond, Virginia 23260

FAX: 804-655-6585

E-MAIL: Questions@RepoClass.com

CAPITAL ONE REPO SETTLEMENT

In re: Dudo, et al. v. Capital One d/b/a Capital One Auto Finance, Case No. 296-2020-CD

Your written objection must be postmarked or sent with a transmittal date no later than June 29, 2020, forty-five (45) days after the date of the Class Notice. Your written objection should include a statement that you object to the settlement, the specific reasons why you object to the Settlement, and your full name, address, email address (if available), telephone number, and signature.

27. CAN I OBJECT TO THE EQUAL DIVISION OF THE CASH PAYMENTS AND/OR DEFICIENCY PAYMENT REFUNDS BETWEEN CO-BORROWERS?

Yes. To do so, you must timely send a written communication to the Settlement Administrator using one of the following methods:

MAIL: CAPITAL ONE REPO SETTLEMENT
BrownGreer, PLC
P.O. Box 25431
Richmond, Virginia 23260

FAX: 804-655-6585

E-MAIL: Questions@RepoClass.com

Your written objection must be postmarked or sent with a transmittal date no later than June 29, 2020, forty-five (45) days after the date of the Class Notice. Your written objection must include the following:

- A statement that you are a co-borrower and object to an even split of the cash payment and/or deficiency payment refund;
- Your full name, address, email address (if available), and telephone number;
- The specific reasons why you object to an even split of the refund monies (e.g., "I paid all of the loan payments myself."); and,
- Your signature and the signature of your co-borrower.

28. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED?

Objecting to the Settlement is informing the Court that you do not like something about the Settlement, and that you, for a clearly stated reason, do not want the Settlement to be approved or that you object to part of the Settlement.

You can object only if you do not exclude yourself from the Settlement. Excluding yourself is informing the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object, because the Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

29. WHAT IS 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 do not have to do so.

At this fairness hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to class members who ask to speak at the

CAPITAL ONE REPO SETTLEMENT

In re: Dudo, et al. v. Capital One d/b/a Capital One Auto Finance, Case No. 296-2020-CD

hearing. Similarly, if you are a co-borrower and object to the even split of the cash payment and/or the deficiency payment refund as between both co-borrowers, the Court will decide these matters as well at the hearing, absent extenuating circumstances, unless you are able to resolve your differences amongst you and your co-borrower with the assistance of Class Counsel. The Court may also decide several other aspects of the Settlement including how much to pay the Representative Plaintiffs for their service awards and Class Counsel for his services and expenses. Following the hearing, the Court will decide whether to approve the Settlement. We do not know how long the Court's decision will take. Please be patient.

30. WHEN AND WHERE IS THE FAIRNESS HEARING?

The Court will hold a fairness hearing on July 6, 2020 at 3:00 PM. The hearing is presently scheduled to occur at in Courtroom A310, Jefferson County Courthouse, 200 Main Street, Brookville, PA 15825. The hearing may be moved to a different date or time without additional notice (including a sooner date). Also, considering the restrictions necessitated by the COVID-19 pandemic, the Court, in its discretion, may also change the mode or manner of the hearing (e.g., holding the hearing via internet video or telephone conference, so if you intend to attend the hearing, it is recommended that you to frequently check www.repoclass.com or call 888-660-1378 for an update regarding the time, place, mode, and manner of the fairness hearing. It is also recommended that you contact Class Counsel to advise him of your desire to attend.

31. DO I NEED TO ATTEND THE FAIRNESS HEARING?

No. Class Counsel will answer questions the Court may have, but you are welcome to come at your expense. If you file an objection, you do not have to come to Court to talk about it, but you may. If you timely filed your written objection, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

32. MAY I SPEAK AT THE FAIRNESS HEARING?

Yes, any class member that has not excluded himself/herself from the Settlement may speak at the fairness hearing.