IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division

KEITH CARROLL, Plaintiff, v. NORTHWEST FEDERAL CREDIT UNION, Defendant.	)	Case No. 1:17-cv-01205-CMH-JFA

MOTION OF NATIONAL ASSOCIATION OF FEDERALLY-INSURED CREDIT UNIONS FOR LEAVE TO FILE BRIEF AS AMICUS CURIAE SUPPORTING DEFENDANT NORTHWEST FEDERAL CREDIT UNION'S MOTION TO DISMISS THE AMENDED COMPLAINT

Pursuant to Rule 7(a) of the Local Rules of the Eastern District of Virginia, National Association of Federally-Insured Credit Unions ("NAFCU") respectfully moves for leave to file as *amicus curiae* the brief appended hereto as Attachment 1 in support of Defendant Northwest Federal Credit Union's ("Northwest FCU") Motion to Dismiss the Amended Complaint.[1] In support of its motion, NAFCU submits its Memorandum in Support of its Motion, which is incorporated herein and made a part hereof.

Dated: March 30, 2018

Respectfully submitted,

/s/

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[1] Pursuant to E.D.V.A. Local Rule 7.1, NAFCU certifies that it has no parent, subsidiary, or affiliate entity (corporate or otherwise) that has issued stock to the public, and that no publicly held corporation owns 10% of more of its stock.

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CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of March 2018, I served a true and accurate copy of the foregoing by filing it electronically with the Clerk of the Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

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AS *AMICUS CURIAE* SUPPORTING
DEFENDANT NORTHWEST FEDERAL CREDIT UNION'S
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I. INTEREST OF AMICUS CURIAE

Amicus National Association of Federally-Insured Credit Unions ("NAFCU") is the only national trade association focusing exclusively on federal issues affecting the nation's federally-insured credit unions. It provides members with representation, information, education, and assistance to meet the constant challenges that cooperative financial institutions face in today's economic environment. NAFCU proudly represents many smaller credit unions with relatively limited operations, as well as many of the largest and most sophisticated credit unions in the nation. NAFCU represents 70 percent of total federal credit union assets and 43 percent of all federally-insured credit union assets. Defendant Northwest Federal Credit Union ("Northwest FCU") is a member of NAFCU.

NAFCU assumes the Court's familiarity with the earlier pleadings in this civil action, including NAFCU's prior brief as *amicus curiae* supporting Northwest FCU's motion to dismiss the original complaint. NAFCU is submitting this amicus brief to support Northwest FCU's motion to dismiss the Amended Complaint because NAFCU's credit union members continue to be targeted by a growing wave of lawsuits and demand letters over unclear website accessibility requirements under the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101 *et seq.* NAFCU is aware that credit unions in at least 24 states have now been impacted by ADA website accessibility claims by the Plaintiff or Plaintiff's counsel within the past few months. In Virginia alone, the Plaintiff or Plaintiff's counsel has filed approximately 40 similar actions against credit unions and other entities. Credit unions across the country, with various fields of membership and a wide range in asset sizes, have been besieged by this recent flood of litigation.

Undoubtedly, the ADA has been instrumental in improving the lives of the millions of disabled persons across the United States. NAFCU and its member credit unions continue to fully support the protections of this laudable legislation. But the ADA and the Department of

Justice's ("DOJ") implementing regulations are entirely mute on website accessibility standards, thus, there is currently a complete lack of regulatory guidance with respect to standards for websites for entities like credit unions. Equal access to financial services for individuals with disabilities is best achieved through clear guidance and formal standards for website compliance, not through costly lawsuits against well-intentioned credit unions that exploit an area of unsettled law. Indeed, for not-for-profit, member-owned and member-controlled community-focused credit unions, every dollar spent on unnecessary litigation costs comes at the expense of the individuals who are cooperative owners of their credit union. As credit unions continue to be faced with this unreasonable litigation risk over unclear regulatory standards on website accessibility, Amicus NAFCU has a significant interest in the Court's resolution of this case, and other similarly misguided legal actions.

II. BACKGROUND

A. Federal Credit Union Common Bond Requirements

America's federal credit union system originated during the Great Depression. *See* S. Rep. No. 73-555, at 3 (1934); *see also* H.R. Rep. No. 73-2021, at 1–2 (1934). Responding to the financial challenges of that period, the Federal Credit Union Act (FCUA) was enacted in 1934 to authorize the creation of federally chartered credit unions "for the purpose of promoting thrift among [their] members and creating a source of credit for provident or productive purposes." 12 U.S.C. § 1752(1); *see also* Pub. L. No. 73-467, ch. 750, 48 Stat. 1216, 1216 (1934) (preamble).

The FCUA expressly requires that members of an individual credit union share a "common bond." *See* 12 U.S.C. § 1759. Credit union membership is limited to groups, defined in the credit union's charter as its "field of membership," that share a common bond of occupation or association, or are located within a well-defined neighborhood, community, or

rural district. *See* 12 U.S.C. § 1759(b). The FCUA recognizes three charter types based on three different types of common bonds: single common bond (occupational and associational), multiple common bond (more than one group each having a common bond of occupation or association), and community. *Id.* at § 1759(b)(1)-(3). Federal credit unions may only serve members sharing a common bond. They are prohibited, under federal law, from providing financial services to the greater public. *See* 12 U.S.C. § 1759(a). Northwest FCU is a multiple common bond credit union chartered under the FCUA.

B. Federal Credit Union Membership Requirements

A credit union's mission is to promote thrift and provide credit to individuals who may not otherwise have access to basic financial services, including persons with disabilities. Credit unions remain welcoming to all qualifying members and committed to extending services to those who need it most. However, membership qualification alone does not establish credit union membership. Individuals who fall within a credit union's field of membership are eligible to *apply* to join the credit union but they must complete additional steps to become members. Membership in federal credit union requires an approved membership application and payment and maintenance of at least a par value share, as well as any applicable entrance fee. *See* 12 U.S.C. § 1759(a).

In addition, the FCUA authorizes a credit union to exercise discretion in imposing additional membership requirements beyond those required by statute and even to in some cases deny membership to otherwise qualifying individuals. An opinion from the National Credit Union Administration ("NCUA")[1] explains:

[1] Congress created the NCUA in 1970 as an independent agency and vested it with authority under the FCUA to regulate, charter, and supervise federal credit unions. Congress also created the National Credit Union Share Insurance Fund ("NCUSIF") to protect the deposits of account holders in all federal credit unions and the overwhelming majority of state-chartered credit

> NCUA has long held that an FCU's board of directors may impose membership requirements in addition to those set forth in the FCU Act, as long as there is a rational basis for such requirements. Section 109 of the FCU Act states:
>
> [FCU] membership shall consist of the incorporators and such other persons and incorporated and unincorporated organizations, to the extent permitted by rules and regulations prescribed by the Board, as may be elected to membership. . . . [12 U.S.C. §1759].
>
> Section 113 of the FCU Act authorizes an FCU board of directors to "act upon applications for membership," to "review at each monthly meeting a list of approved and pending applications for membership," and to "provide for the furnishing of the written reasons for any denial of a membership application to the applicant upon the request of the applicant." [12 U.S.C. §1761b(1), (15) and (16)].
>
> Read together, Sections 109 and 113 of the FCU Act grant an FCU's board of directors discretion in acting upon application for FCU membership. Neither the FCU Act nor the [NCUA] Regulations imposes any limitations on that discretion.

NCUA Off. General Counsel Op. No. 93-0720 (July 23, 1993). Thus, only after a credit union's board of directors has acted upon and approved an individual's membership application, and the individual has "subscribed to at least one share" of the credit union's stock can that individual receive financial services as a member of the credit union. *See* 12 U.S.C. §1759.

III. SUMMARY OF ARGUMENT

In its January 26, 2018 Order[2] granting Defendant Northwest FCU's motion to dismiss the original Complaint, this Court properly held: (1) Plaintiff did not, and could not, meet his

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unions. NCUA operates and manages the NCUSIF with the backing of the full faith and credit of the United States.

[2] As the Court may be aware, since its January 26 ruling, two other courts the Eastern District of Virginia considering nearly identical claims have held that plaintiffs who were not credit union members or within the credit unions' fields of membership could not establish standing. *See Griffin v. Dep't of Labor Fed. Credit Union*, No. 1:17-cv-1419-TSE-IDD, ECF 19 (E.D. Va. Feb. 21, 2018) ("Without membership or even the ability to become a member, there is no harm to plaintiff resulting from his inability to access information about [the credit union's] website."); *Carroll v. ABNB Fed. Credit Union*, No. 2:17-cv-00521-MSD-LRL, ECF 27 (E.D. Va. Mar. 5, 2018) ("[The plaintiff] has suffered no concrete harm because he could not use [the credit union's] services even if he had been able to access [the credit union's] website to learn about them.").

burden of showing an injury-in-fact sufficient to confer standing because he did not allege he was a member of the credit union or even eligible to become a member; (2) Plaintiff failed to demonstrate a redressible injury; and (3) a website is not a "place of public accommodation" for purposes of Title III of the ADA.

Amicus NAFCU agrees with Northwest FCU's arguments in support of its motion to dismiss Plaintiff's Amended Complaint. Northwest FCU correctly asserts that the Amended Complaint should be dismissed pursuant to Fed. R. Civ. P. 12(b)(6) for failure to state a claim upon which relief may be granted, and pursuant to Fed. R. Civ. P. 12(b)(1) for want of jurisdiction. Defendant Northwest FCU's motion should be granted because: (1) Plaintiff's Amended Complaint does not cure the fatal defects of the original Complaint, which led the Court to grant Northwest FCU's motion to dismiss; and (2) Plaintiff's Amended Complaint ignores multiple alternative grounds for dismissal.

Amicus NAFCU writes separately, however, to draw the Court's attention to additional evidence supporting Northwest FCU's arguments that (1) Plaintiff's Amended Complaint does not cure the original Complaint's fatal defects with respect to legal standing, and (2) even assuming Plaintiff did establish standing and a website is a place of public accommodation under the ADA, Northwest FCU's website is not out of compliance with any relevant regulatory requirement.

IV. ARGUMENT

A. Plaintiff's Stated Intention to Become Eligible for Credit Union Membership in the Future is Insufficient to Confer Constitutional Standing

Plaintiff's stated intention to become eligible for credit union membership at a future date does not meet his burden of showing an injury-in-fact sufficient to confer standing. "To establish Article III standing, an injury must be concrete, particularized, and actual or imminent;

fairly traceable to the challenged action; and redressable by a favorable ruling." *Clapper v. Amnesty Int'l USA*, 133 S. Ct. 1138, 1147 (2013); *see also Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560-61 (1992). The Supreme Court has "repeatedly reiterated that 'threatened injury must be certainly impending to constitute injury in fact,' and that '[a]llegations of possible future injury' are not sufficient." *Clapper*, 133 S. Ct. at 1147. A plaintiff does not "automatically satisf[y] the injury-in-fact requirement whenever a statute grants a person a statutory right and purports to authorize that person to sue to vindicate that right." *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540, 1549 (2016). Rather, "Article III standing requires a concrete injury even in the context of a statutory violation." *Id.*

The FCUA expressly limits "the membership of any Federal credit union" to those persons within the credit union's field of membership sharing a "common bond." *See* 12 U.S.C. §1759(b). In dismissing the original Complaint, this Court properly held that "Plaintiff is unable to show that he has suffered an injury in fact or that there is certain impending future harm . . . because he has not established that he is entitled, or would ever be entitled, to utilize any services provided by Northwest FCU." *See Carroll v. Northwest Fed. Credit Union*, No. 1:17-cv-01205, ECF 25 at 4 (E.D. Va. Jan. 26, 2018). Nothing in the Amended Complaint changes this.

Plaintiff now alleges he is a "blind individual," who "receives correspondence from Special Olympics Virginia about volunteer opportunities," and that he "*intends* to volunteer for Special Olympics Virginia at least once in 2018." ECF 26 (Amended Complaint ¶ 12) (emphasis added). Special Olympics Virginia is a community partner of Northwest FCU, and employees of and volunteers for that organization are within the credit union's defined field of membership. But Plaintiff is not *now* a volunteer for that organization.

While it is admirable that Plaintiff *intends* to volunteer for Special Olympics Virginia at some undefined point within the next nine months or so, this mere intention does not confer standing to Plaintiff in this case. Just as a person's mere intention to move to Alexandria, Virginia next year would not now place that person in the field of membership of a community chartered credit union in Alexandria, Plaintiff's purported mere intention to volunteer with Special Olympics Virginia in the coming months does not currently place him within Northwest FCU's field of membership.

A reasonable extension of Plaintiff's argument that a mere *intent* to enter Northwest FCU's membership field in the future confers standing would lead to obviously absurd results. Indeed, by Plaintiff's logic, virtually every person in the general public would be free to patronize any credit union he or she wishes, so long as that person concocted some nebulous "intent" to someday share a common bond of occupation, association, or community with the credit union's defined membership field. Accepting this flawed logic would not only obviate the FCUA's express common bond requirements, but would also render the injury-in-fact requirement essentially meaningless. This result would clearly run counter to the Supreme Court's repeated reiterations that a threatened injury must be "certainly impending," and that allegations of possible future injury" are insufficient to demonstrate an injury-in-fact for purposes of Article III standing. *See Clapper*, 133 S. Ct. at 1147. Plaintiff has no standing as an *intended* potential volunteer of Special Olympics Virginia in the future, and the Court should grant Defendant Northwest FCU's motion to dismiss the Amended Complaint.

B. <u>Plaintiff Lacks Standing to Seek Injunctive Relief and Shows No Redressible Injury That Can Be Resolved By A Judgment In His Favor</u>

The Court should dismiss the Amended Complaint because Plaintiff does not have legal standing to pursue injunctive relief and, even if he did establish standing, Plaintiff has not

demonstrated that the Court's favorable judgment in this matter could redress his injury.

The ADA and its regulations permit the DOJ to assess civil penalties for ADA violations, but do not authorize statutory penalties for private party plaintiffs. *See* 42 U.S.C. § 12188*;* 42 U.S.C. § 2000a-3; 28 C.F.R. § 36.504. Injunctive relief is available, but the Supreme Court has stated that a plaintiff seeking an injunction must demonstrate that there is a non-speculative, imminent threat of repeated future injury to establish injury-in-fact sufficient to support injunctive relief and that "[p]ast exposure to illegal conduct does not in itself show a present case or controversy regarding injunctive relief . . . if unaccompanied by any continuing present adverse effects." *O'Shea v. Littleton*, 414 U.S. 488, 495 (1974). Indeed, a plaintiff must show she is "likely to suffer future injury" to establish standing to seek an injunction. *City of Los Angeles v. Lyons*, 461 U.S. 95, 106-07 (1983). Courts in multiple districts, including the Fourth Circuit, have required that for injunctive relief under the ADA, plaintiffs must allege that they have an intention to return to a public accommodation. *See, e.g., Daniels v. Arcade, LLP*, 477 Fed.Appx. 125, 129 (4th Cir. 2012) (finding an injury-in-fact where the plaintiff plausibly alleged that the public accommodation he claimed was in violation of the ADA was a place he lived close to, had previously and regularly visited, and was a place he intended to continue visiting in the future.); *Cortez v. Nat'l Basketball Ass'n*, 960 F. Supp. 113, 117-18 (W.D. Tex. 1997) (plaintiff lacked standing because she failed to allege that she intended to return to the defendant's events in the future); *Steger v. Franco, Inc.*, 228 F.3d 889, 893 (8th Cir. 2000) (absent likelihood that plaintiffs would visit an inaccessible building in the imminent future, they lacked standing to seek injunctive relief); *Norkunas v. Park Rd. Shopping Ctr., Inc.*, 777 F. Supp. 2d 998 at 1001 (W.D.N.C. 2011), *aff'd,* 474 Fed. Appx. 369 (4th Cir. 2012) ("In order to demonstrate a likely future harm, Plaintiff must demonstrate an intention to return."); *Davis v.*

Flexman, 109 F.Supp.2d 776, 784 (S.D. Ohio 1999) (patient lacked standing to seek injunctive relief under the ADA where there was no evidence she intended to return to the clinic); *see also, Griffin*, No. 1:17-cv-1419-TSE-IDD at 6 (finding the plaintiff lacked standing to pursue injunctive relief because he could not plausibly allege an intent to become a member of a federal credit union of which he was ineligible for membership). Mere "'someday intentions'—without any description of concrete plans, or indeed even any specification of when the some day will be—do not support a finding of the 'actual or imminent' injury that our cases require." *Lujan*, 504 U.S. at 564.

In its Order dismissing Plaintiff's original Complaint, this Court correctly found that Plaintiff failed to meet his burden of showing that his purported injury was redressible, as required to establish standing for injunctive relief under the ADA:

> [Plaintiff's] plans to visit [the credit union] in the future are immaterial unless [Plaintiff] can establish he is eligible to use Northwest FCU's services. It is the plaintiff's burden to show that he is suffering a concrete and particularized, actual or imminent invasion of his personal interests, which would be resolved by a judgment in his favor. Because [Plaintiff] cannot demonstrate that he is entitled to participate in any of Northwest FCU's services, he cannot show any redressible injury.

Carroll, ECF 25 at 4.

Plaintiff's Amended Complaint does not cure these standing and redressibility defects. As discussed above, Plaintiff is not currently a member of Northwest FCU and, despite his new allegations that he "receives correspondence" from a community partner within the credit union's limited field of membership and that he "intends to volunteer" for that partner at least once sometime this year, Plaintiff is *not currently eligible* for membership in Northwest FCU. *See* ECF 26 (Amended Complaint, ¶ 12). Thus, as this Court properly concluded in its January 26, 2018 Order, Plaintiff's plans to visit Northwest FCU in the future are "immaterial unless [Plaintiff] can establish he is eligible to use Northwest FCU's services." *Carroll*, ECF 25 at 4.

Plaintiff did not, and cannot, establish he is eligible to use Northwest FCU's services as a mere *intended* future volunteer of a group within the credit union's membership field. Even supposing Plaintiff did establish standing to pursue injunctive relief (which did not), and the Court provided injunctive relief by directing Northwest FCU to meet website accessibility standards[3] as a result of this action, such a judgment in Plaintiff's favor would not effectively redress his purported injury. Plaintiff has failed to demonstrate that he is a current member of the credit union entitled to goods and services accessible through Northwest FCU's website. Thus, even if the Court directs Northwest FCU to improve its website accessibility, Plaintiff is still a nonmember who is barred, under federal law, from utilizing Northwest FCU's services through that website. Plaintiff has not alleged that he has any entitlement whatsoever to use Northwest FCU's services and, therefore, can point to no redressible injury.

C. Defendant's Website is Not Out of Compliance With Any Relevant Regulatory Requirement

Plaintiff's Amended Complaint should be dismissed for additional reasons. Even assuming Plaintiff did establish standing and further established that a website is a place of public accommodation under the ADA, Northwest FCU's website is not out of compliance with any relevant regulatory requirement.

Title III of the ADA authorizes the DOJ to issue regulations to implement the statute's public accommodation provisions. 42 U.S.C. § 12186. The DOJ was required to have issued regulations relative to section 12182 (governing access to places of public accommodation)

[3] We reiterate, however, that the ADA and the DOJ's regulations are currently silent on website accessibility standards. The DOJ recently removed an initiative on standards for website accessibility from its rulemaking agenda and withdrew several related advance notice of proposed rulemakings, indicating that it is "evaluating whether promulgating regulations about the accessibility of Web information and services is necessary and appropriate." 82 Fed. Reg. 60932 (Dec. 26, 2017).

"[not] later than 1 year after July 26, 1990." 42 U.S.C. § 12186(b). But DOJ has never issued final regulations for any Internet application or website under the ADA.

Beginning in 2010, for numerous years, the DOJ gathered information on standards for website accessibility and even issued an advance notice of proposed rulemaking ("ANPR") intended to consider the feasibility of adopting formal accessibility standards. *See* 75 Fed. Reg. 43460 (July 26, 2010). However, this effort did not result in the adoption of a final regulation on website accessibility. After years with little activity on the 2010 ANPR, in its Fall 2015 Statement of Regulatory Priorities, the DOJ indicated that formal rulemaking that would impact credit unions would be delayed until at least 2018. *See* U.S. Dep't of Justice, "*Statement of Regulatory Priorities*," (Fall 2015), https://www.reginfo.gov/public/jsp/eAgenda/StaticContent/201510/Statement_1100.html (last visited Mar. 16, 2018). However, this timeframe was further delayed when the DOJ withdrew a related rule on April 29, 2016. *See* U.S. Dept. of Justice, "*Statement Regarding Rulemaking on Accessibility of Web Information and Services of State and Local Government Entities*," https://www.ada.gov/regs2016/sanprm _statement.html (last visited Mar. 16, 2018). Then, after even further delay, on July 20, 2017 the DOJ removed its ADA rulemaking from its regulatory agenda. Finally on December 26, 2017 the DOJ formally withdrew its 2010 ANPR, indicating that it is "evaluating whether promulgating regulations about the accessibility of Web information and services is necessary and appropriate." 82 Fed. Reg. 60932 (Dec. 26, 2017). It remains unclear what priority, if any, a rulemaking on ADA website accessibility may be for the DOJ moving forward. Thus, presently, there is a complete absence of regulatory requirements or formal guidance on website accessibility requirements for entities like credit unions.

Accordingly, even if Plaintiff did meet his burden to establish standing, and the Court were to reconsider its previous finding that a "website is not a place of public accommodation," ECF 25 at 4, there are no regulatory requirements that Northwest FCU could possibly violate. Without any specific regulation whatsoever on website accessibility, it is impossible for Defendant Northwest FCU to be out of regulatory compliance.

Despite this regulatory void, Defendant Northwest FCU has nevertheless made a substantial effort to foster website accessibility for persons with disabilities by adopting an "accessible alternative," as provided by the DOJ in its 2010 ANPR. As noted above, the 2010 ANPR was withdrawn. *See* 82 Fed. Reg. 60932 (Dec. 26, 2017). However, when the DOJ issued the ANPR, it stated:

> The Department has taken the position that covered entities with inaccessible Web sites may comply with the ADA's requirement for access by providing **an accessible alternative, such as a staffed telephone line,** for individuals to access the information, goods, and services of their Web site. See Accessibility of State and Local Government Web sites to People with Disabilities, available at http:// www.ada.gov/Web sites2.htm. In order for an entity to meet its legal obligation under the ADA, an entity's alternative must provide an equal degree of access in terms of hours of operations and range of information, options, and services available.

75 Fed. Reg. 43466 (emphasis added). In the absence of any other regulatory requirement or guidance, Northwest FCU adopted an "accessible alternative," by placing on its homepage and nearly every other page of its website the following statement:

> Northwest Federal Credit Union is committed to providing a website that is accessible to the widest possible audience in accordance with ADA standards and guidelines. We are actively working to increase accessibility and usability of our website to everyone. If you are using a screen reader or other auxiliary aid and are experiencing difficulties using this website, please contact us at 844.709.8900 or 844.709.8900. All products and services available on this website are available at all Northwest Federal Credit Union branches.

See https://www.nwfcu.org/ (last visited Mar. 16, 2018). Despite the total lack of regulatory requirements for websites of public accommodations, Northwest FCU has adopted an "accessible alternative" and therefore cannot be said to be out of compliance, even with DOJ's informal directives for websites. The Amended Complaint should be dismissed.

V. CONCLUSION

Credit unions are community-focused, member-owned, member-controlled, not-for-profit cooperative financial institutions chartered under federal or state law to allow groups of persons sharing a common bond to save, borrow, and obtain other financial services. Despite the myriad benefits that credit unions, including Northwest FCU, may offer to consumers, credit union services are limited to their members. Plaintiff has failed to demonstrate he is a member of Northwest FCU, and a mere intention to potentially enter the membership field in the future is does not demonstrate any present eligibility to become a member of Northwest FCU. Thus, Plaintiff is not permitted under law to obtain financial goods and services through Northwest FCU's website irrespective of its accessibility to the visually impaired. Plaintiff has no standing in this case. Amicus NAFCU respectfully requests that the Court grant Northwest FCU's Motion to Dismiss the Amended Complaint.

Dated: March 30, 2018

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of March 2018, I served a true and accurate copy of the foregoing by filing it electronically with the Clerk of the Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division

KEITH CARROLL, Plaintiff, v. NORTHWEST FEDERAL CREDIT UNION, Defendant.	)	Case No. 1:17-cv-01205-CMH-JFA

ORDER

Upon consideration of the Motion of National Association of Federally-Insured Credit Unions for leave to file a brief as *amicus curiae*, and good cause appearing, it is hereby

ORDERED that the motion for leave to file a brief as *amicus curiae* is granted; it is further

ORDERED that the Clerk shall cause the brief to be filed and entered on the docket of the above-captioned matter.

IT IS SO ORDERED.

Date _____ _____
United States District Judge