

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

PIERRE CAMERON,
JASON STARR,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

CLEARVIEW FEDERAL CREDIT UNION,
Defendant.

CLASS ACTION

NO. GD-19-012804

**PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, REPRESENTATIVE
PLAINTIFFS' SERVICE AWARDS, AND
ATTORNEY FEES AND LITIGATION
EXPENSES (UNCONTESTED)**

FILED ON BEHALF OF:

Pierre Cameron, Plaintiff

Jason Starr, Plaintiff

COUNSEL OF RECORD FOR THIS PARTY:

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Attorneys for Plaintiffs and the Classes

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PIERRE CAMERON, individually and on behalf of all others similarly situated, CLASS ACTION

JASON STARR, individually and on behalf of all others similarly situated, NO. GD-19-012804
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CLEARVIEW FEDERAL CREDIT UNION,
Defendant.

NOTICE OF PRESENTATION

PLEASE TAKE NOTICE that the undersigned will present the within MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT (UNCONTESTED) to the Honorable Philip Ignelzi of the Court of Common Pleas of Allegheny County on October 17, 2022 by submitting a copy of the Motion to Judge Ignelzi's chambers.

/s/James M. Pietz

James M. Pietz

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PIERRE CAMERON, individually and on behalf of all others similarly situated, CLASS ACTION

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Plaintiffs,

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CLEARVIEW FEDERAL CREDIT UNION,
Defendant.

Pursuant to Pa. R. Civ. P. 1714, Plaintiffs Pierre Cameron and Jason Starr seek final approval of the Class Action Settlement preliminarily approved by this Court by Order docketed July 26, 2022. Notice has been provided to the Class Members as ordered. Of the over 600 class members noticed, there have been no objections and just two exclusions. This settlement—which provides a cash fund of \$1.25 million, the waiver of approximately \$2.76 million in post-repossession deficiency balances claimed due, plus correction of class members’ credit reports—is a very good result that readily meets the requirements for final approval. Plaintiffs also seek approval of service awards to each of the Representative Plaintiffs from the common fund in the amount of \$15,000, and for approval of Class Counsel fees and litigation expenses from the common fund in the amount of \$500,000 and \$9,602, respectively. For these reasons and those set forth in the accompanying Memorandum and accompanying exhibits, final approval is warranted and should be granted.

A proposed form of Order for Final Judgment and Dismissal is attached.

Date: 10/14/2022

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Attorneys for Plaintiffs and the Classes

CERTIFICATE OF SERVICE

I hereby certify that on this day, a copy of the foregoing Motion for Final Approval of Class Settlement, Service Awards to Representative Plaintiffs, and Attorney Fees and Expenses (Uncontested) along with a Memorandum of Law, Exhibits, Certifications, and proposed Order, was served upon Defendant's counsel via email as follows:

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Date: 10/14/2022

/s/ James M. Pietz
JAMES M. PIETZ

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

PIERRE CAMERON and JASON STARR, CLASS ACTION
individually and on behalf of all others
similarly situated,

Case No. GD-19-012804

Plaintiffs,

v.

CLEARVIEW FEDERAL CREDIT UNION,

Defendant.

ORDER FOR FINAL JUDGMENT AND DISMISSAL

WHEREAS, Pierre Cameron and Jason Starr, (the “Representative Plaintiffs” or “Plaintiff”) on behalf of himself and the Class Members, and Clearview Federal Credit Union (“Clearview”), the Defendant in the above captioned action (the “Action”) have entered into, and filed with the Court, a Class Action Settlement Agreement and Release (the “Settlement Agreement”);¹

WHEREAS, the Court on July 26, 2022 entered an Order Preliminarily Approving the Settlement (“Preliminary Approval Order”);

WHEREAS, on October 28, 2022, beginning at 9:30 a.m. in Courtroom 820, Court of Common Pleas of Allegheny County, City-County Building, 414 Grant St, Pittsburgh, PA 15219, the Court held a hearing to consider, among other things (i) whether the settlement reflected in the Settlement Agreement should be finally approved as fair, reasonable, adequate and in the best interests of the members of the Classes; (ii) whether final judgment should be entered dismissing

¹ Capitalized terms not defined herein shall have the meaning set forth in the Class Action Settlement Agreement and Release.

the claims of the members of the Classes with prejudice and on the merits, as required by the Settlement Agreement; and (iii) whether to approve Plaintiffs' application for Class Representative service awards and Class Counsel's petition for an award of Class Counsel fees, costs, and expenses from the common fund.

WHEREAS, based on the foregoing, having heard the statements of counsel for the parties and of such persons who chose to appear at the final approval hearing and having considered all of the files, records and proceedings in the Action, including specifically the Settlement Agreement (and the exhibits appended thereto), the memoranda and other papers filed by the parties in support of final approval of the proposed settlement, Plaintiffs' request for an award of a Class Representative service award, and Plaintiffs' request for an award of Class Counsel fees and expenses;

WHEREAS, there have been no objections to the settlement and only two Class Members have opted out.

THE COURT HEREBY FINDS, ORDERS AND ADJUDGES THAT:

1. **Notice to the Classes:** Notice to the Classes has been provided by the Settlement Administrator pursuant to this Court's Order of Preliminary Approval, as attested to by the Affidavit of the Settlement Administrator. Notice has been given to members of the Classes by first class mail and by posting to a case-specific website, www.ClearviewRepoSettlement.com, and constituted due and sufficient Notice of the settlement and the matters set forth in said Notices to all persons entitled to receive Notice, and fully satisfies the requirements of due process and Pa. R. Civ. P. 1712, 1714(c).

2. **Adequacy of Class Representative:** Representative Plaintiffs Pierre Cameron and Jason Starr have fairly and adequately represented the interests of the Classes, such that the

requirements of due process, the requirements of Pennsylvania law, and the requirements of Pa. R. Civ. P. 1709 have been satisfied.

3. Adequacy of Class Counsel: Cary L. Flitter, Andrew M. Milz, and Jody T. Lopez-Jacobs and the law firm Flitter Milz, P.C.; James Pietz and the law firm Feinstein, Doyle, Payne & Kravec, LLC; and Carlo Sabatini and the law firm Sabatini Freeman, LLC, have fairly and adequately represented the interests of the Classes, such that the requirements of due process, the requirements of Pennsylvania law and the requirements of Pa. R. Civ. P. 1709 have been satisfied.

4. Settlement Approved: The proposed settlement set forth in the parties' Settlement Agreement, a copy of which was filed as Ex. "1" to the Motion for Final Approval, is fair, reasonable, adequate, and in the best interests of the Class. The terms in this Order shall be interpreted in accordance with the definitions in the Settlement Agreement. All aspects of the Settlement Agreement are approved. Service awards of \$15,000 are approved for each of the Representative Plaintiffs.

5. Class Counsel Fees and Expenses: The Court has reviewed the application for Class Counsel fees and expenses, and the documentation submitted in support. Consistent with the criteria set forth in Pa. R. Civ. P. 1717, and established Pennsylvania law providing for payment of reasonable counsel fees and expenses to Class Counsel from a common fund created for the benefit of the Class, the Court finds the cash payment of \$1,250,000 to the common fund, complete forgiveness of Deficiency Balances claimed due, and equitable type relief including correction of consumer credit reports of Class Members, creates value to the Classes well in excess of \$1,250,000.

Class Counsel's fee request in the sum of \$500,000 is approved as fair and reasonable in light of the factors set forth in Pa. R. Civ. P. 1717, and in light of ongoing future services reasonably

anticipated to be required to implement and oversee this settlement. Litigation expenses of Class Counsel were reasonable and are approved in the sum of \$9,602. Counsel fees and expenses are both to be paid out of the Settlement Fund, as set forth in the Settlement Agreement.

6. Dismissal and Related Matters:

a. The claims of all members of the Class, except those Class Members who have excluded themselves from the Class pursuant to paragraph 4.03 of the Settlement Agreement, are hereby dismissed with prejudice, on the merits and without costs to any party.

b. Each of the Plaintiffs, on his own behalf and on behalf of each Class Member, by operation of this Release and the judgment, hereby shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with prejudice any and all of the Released Persons of and from any and all Settled Claims, and shall be forever barred and enjoined from instituting or further prosecuting any Settled Claim (as defined), in any forum, including in any state or federal court.

c. On the Effective Date, Defendant shall be deemed to have released, settled, compromised, relinquished, and discharged with prejudice any such Deficiency Balance of Class Members arising from or related to the motor vehicle installment sale contracts or motor vehicle loans at issue. This release shall not apply to any Class Member who redeemed their vehicle and reinstated their account following repossession and/or who does not have a Deficiency Balance, who elected not to receive the Deficiency Balance forgiveness pursuant to the Class Notice, or to any loan or account of a Class Member that is unrelated to vehicle financing covered by the Litigation.

d. In light of the Notice given to the Class Members, Plaintiffs and all Class Members shall be bound by the Settlement Agreement, and all of their Settled Claims shall be dismissed with prejudice and released.

7. **Cy Pres:** The Court approves Pennsylvania Interest on Lawyers Trust Account (“IOLTA”), and Neighborhood Legal Services Association of Pittsburgh as *cy pres* beneficiaries. All funds remaining after distribution(s) of the Net Fund to Class Members, as called for in the Settlement Agreement, shall be distributed by the Settlement Administrator accordingly: (a) 50% to IOLTA; and (b) 50% to Neighborhood Legal Services Association of Pittsburgh. The *cy pres* fund shall be used for consumer purposes as set forth in the Class Action Settlement Agreement ¶ 3.05.

8. **Continuing Jurisdiction:** Consummation of the settlement shall proceed as described in the Settlement Agreement and the Court hereby retains jurisdiction of this matter in order to resolve any disputes which may arise in the implementation of the Settlement Agreement or the implementation of this Final Judgment and Order. The Court retains continuing jurisdiction for the purposes of supervising the implementation of the Settlement Agreement and supervising the distribution and allocation of the Settlement Fund. Final judgment shall be entered as provided herein.

BY THE COURT:

Phillip A. Ignelzi, Judge