

ASHLEY NOBLE

VS.

VALUE FINANCE INC (ET AL.)

IN THE COURT OF COMMON PLEAS
OF INDIANA COUNTY, PA
CIVIL DIVISION
40TH JUDICIAL DISTRICT

CASE NUMBER
10916 CD 2022

NOTICE OF ORDER

BETH A FREDERICK
836 PHILADELPHIA STREET
INDIANA, PA 15701

Enclosed is the order from the Court of Common Pleas of Indiana County, Pennsylvania

Entered on: May 15, 2024



Randy Degenkolb
Indiana County Prothonotary



IN THE COURT OF COMMON PLEAS
INDIANA COUNTY, PENNSYLVANIA

ASHLEY NOBLE, individually and on behalf
of all others similarly situated

Plaintiff,

v.

VALUE FINANCE, INC. F/K/A CAMBRIA
THRIFT CONSUMER DISCOUNT
COMPANY

Defendant.

CIVIL DIVISION

CLASS ACTION

NO. 10916 CD 2022

INDIANA COUNTY
PROTHONOTARY AND
CLERK OF COURTS
2024 MAY 15 AM 8:12

**ORDER CERTIFYING SETTLEMENT CLASS, PRELIMINARILY
APPROVING CLASS SETTLEMENT, AND DIRECTING THE
ISSUANCE OF NOTICE TO THE CLASS**

AND NOW, this 14th day of May, 2024, the Court finds and Orders:

This Court has before it a proposed class action settlement. Having reviewed the Class Action Settlement Agreement and Release, which was filed of record as an exhibit to the Motion for Preliminary Approval (docketed May 10, 2024, and incorporated herein by reference) (the "Settlement Agreement"), having read the Plaintiff's Motion for Preliminary Approval, having been advised that Defendant joins in the relief requested, and based specifically upon the facts and circumstances at issue in the present case, the Court finds and ORDERS as follows:

1. Summary of Claims and Defenses:

Plaintiff asserts on behalf of herself and a class of borrowers (the "Class") that Value Finance Inc., formerly known as Cambria Thrift Consumer Discount Company ("Value Finance" or "Defendant") violated Pennsylvania's Uniform Commercial Code ("UCC") and other state laws by failing to send borrowers in Pennsylvania proper notices after repossession and after the sale of their vehicle(s). Value Finance disputes Plaintiff's legal entitlement to any relief under

Pennsylvania law, and further asserts defenses to the Fourth Class Complaint, but Value Finance nonetheless consents to this Settlement Class and preliminary approval.

2. Class Findings for Settlement Purposes.

(a) The numerosity requirement of Pa. R. Civ. P. 1702(1) is satisfied because the Class consists of approximately 181 Pennsylvania borrowers. Thus, the Class is so numerous that joinder would be impracticable.

(b) The commonality requirement of Pa. R. Civ. P. 1702(2) is satisfied because members of the Class share at least one common factual or legal issue, *i.e.*:

(i) Whether Plaintiff and the class obtained motor vehicle financing through Value Finance and pledged the vehicle as collateral;

(ii) Whether Value Finance repossessed the financed vehicle or ordered it repossessed;

(iii) Whether Value Finance failed to send the post-repossession notices in the form and manner required under Pennsylvania law after repossessing a vehicle; and;

(iv) Whether Value Finance failed to send the post-sale notices in the form and manner required under Pennsylvania law after selling the repossessed vehicle; and;

(v) The uniform statutory damages provided for such misconduct.

(c) The typicality requirement of Pa. R. Civ. P. 1702(3) is satisfied because Defendant sent form post-repossession notices and form post-sale notices to Plaintiff and other members of the Class. Plaintiff asserts that the form notices utilized by Defendant

fail to comply with state law. These are the same claims that all other members of the Class possess.

(d) The adequacy requirement of Pa. R. Civ. P. 1702(4) is satisfied in that (i) the interests of the Representative Plaintiff Noble and the nature of her claims are consistent with those of all members of the Class, (ii) there appear to be no conflicts between or among the Representative Plaintiff and the Class Members, and (iii) Ms. Noble and the Class Members are represented by qualified, experienced counsel who often have been certified as Class Counsel in similar matters.

(e) The requirements of Pa. R. Civ. P. 1702(5) and 1708 are met, in that a Class Action for settlement purposes provides a fair and efficient method for the resolution of the controversy.

(f) Common issues of law and fact alleged by Plaintiff predominate over any potential individualized issues, including the alleged common issue of whether form notices sent by Defendant post-repossession and post-sale comply with Pennsylvania law. Pa. R. Civ. P. 1708(a)(1). There are no potential individualized issues such as reliance or causation.

(g) In making these preliminary findings, the Court has also given consideration to, among other factors: (i) the interests of Class Members in individually controlling the prosecution of separate actions for modest sums; (ii) the extent and nature of any litigation concerning these claims already commenced; (iii) the desirability of concentrating the litigation of the claims in this forum; (iv) the impracticability or inefficiency of prosecuting or defending separate actions. Pa. R. Civ. P. 1708(a)-(c). All of these factors weigh in favor of class certification.

(h) The Court notes that Class Members do not appear to have an interest in litigating their claims individually. Because of the nature of the violations alleged, which entails Value Finance's failure to send post-repossession and post-sale notices that contain the disclosures required by Pennsylvania law, Class Members are unlikely to know that they have claims. Additionally, the amounts recoverable are small, and it is unlikely that Class Members would be able to find and pay for counsel to litigate their individual claims.

(i) Because this action is being settled rather than litigated, the Court need not consider manageability issues that might be presented by the trial of a class action involving the issues in this case.

3. The Class, Class Representative, and Class Counsel.

(a) The Class is defined as All Persons:

- (i) who purchased a motor vehicle as a consumer good;
- (ii) who financed the vehicle purchase through Value Finance, or whose finance agreement was later assigned to Value Finance;
- (iii) whose agreement with Value provides that it is a contract under seal, or states, "This is a contract under seal and may be enforced under 42 P.A.C.S. § 5529(B)";
- (iv) from whom Value, as secured party, repossessed the vehicle or ordered it repossessed;
- (v) who had a Pennsylvania address as of the date of repossession;
- (vi) in the period commencing February 6, 2013, through June 5, 2021.

(b) Ashley Noble is appointed and approved as representative of the Class ("Representative Plaintiff").

(c) Cary L. Flitter, Andrew M. Milz, Jody Thomas López-Jacobs along with the law firm of Flitter Milz, P.C., and Troy Frederick, along with the law firm of Frederick Law Group, PLLC, are appointed and approved as Class Counsel.

4. Findings Regarding Proposed Settlement. The Court finds that the proposed Settlement:

- (a) resulted from arm's-length negotiations and was concluded after over two-and-a-half years of litigation, depositions, and review by Class Counsel of hundreds of documents and data points pertaining to the Class;
- (b) involves direct and substantial cash payments to Class Members, release of claims for balances allegedly owed by Class Members to Value Finance, as well as credit reporting and other relief; and
- (c) appears *prima facie* fair, reasonable, and adequate to warrant sending notice of this action and the proposed settlement to the Class Members and holding a final hearing on the proposed settlement;
- (d) as agreed upon by the parties, Value Finance's release of Deficiency balances, which are disputed, constitutes a bona fide accord and satisfaction. Plaintiff's and the Class Members' release of their claims for statutory damages, which is a greater dollar amount than the anticipated benefits they will receive in this Settlement, is a clear and unequivocal offer of payment in full satisfaction of the disputed Deficiency balances. This full satisfaction, which will be accepted and retained by Value Finance as part of this Settlement, constitutes accord and satisfaction.

5. **Final Approval Hearing.** A hearing (the “Final Approval Hearing”) will be held on September 10th, 2024, at 8:30 A M. in Courtroom 1, Indiana County Courthouse, 825 Philadelphia St, Indiana, PA, 15701 to determine:

- (a) Whether the proposed settlement of this action should be finally approved as fair, reasonable and adequate;
- (b) Whether this action should be dismissed with prejudice pursuant to the terms of the settlement;
- (c) Whether Class Members and Value Finance should be bound by the release set forth in the proposed settlement; and
- (d) Whether Plaintiff’s application for an award of attorneys’ fees and expenses to Class Counsel, and for an individual service award, should be approved.

6. **Pre-Hearing Notices to Class Members.** Subject to the terms of the Settlement Agreement, an independent, third-party class action administrator, American Legal Claims Services, LLC (the “Settlement Administrator”) shall provide Class Members with notice in the manner set forth below and in the Settlement Agreement. By accepting this assignment, the Settlement Administrator subjects itself to this Court’s jurisdiction.

7. **Notice by Mail.** The Settlement Administrator shall mail the Class Notice (with proper data filled in) substantially in the form filed with this Court as Exhibit C to the Settlement Agreement to the last-known address of each potential Class Member as reflected on Defendant’s current and reasonably accessible records, or such other, more current address as the Settlement Administrator sees fit, pursuant to the terms of the Settlement Agreement. The Class Notice shall be sent by first-class mail, postage prepaid, and by email (if available). Value Finance shall furnish its final class list, including co-borrowers, to the Administrator within ten (10) days hereof; the

Settlement Administrator shall cause Notice to be mailed within 10 days of receiving the final class list from Value Finance.

8. Proof of Mailing. At least twenty-four days prior to the Final Approval Hearing, the Settlement Administrator shall submit to Class Counsel an affidavit of mailing of the Class Notice, identifying any Class Members who have validly objected to or requested exclusion from the Settlement Agreement. Class Counsel shall file the affidavit along with Plaintiff's motion for final approval.

9. Findings Concerning Notice. The Court finds that the Class Notice is the best practicable notice and is reasonably calculated, under the circumstances, to apprise the Class Members (i) of the settlement of this action, (ii) of their right to exclude themselves from the Class and the proposed settlement, (iii) that any judgment, whether favorable or not, will bind all Class Members who do not request exclusion, and (iv) that any Class Member who does not request exclusion may object to the settlement and enter an appearance personally or through counsel. The Notice and other case records, including the pleadings and the Settlement Agreement, will be made available to the Class via a website created for this case.

The Court further finds that the Class Notice proposed and submitted as an exhibit to the Motion for Preliminary Approval is written in plain English and is readily understandable. In sum, the Court finds that the proposed notice and methodology for giving notice and the forty-two (42) day period to act are reasonable, that they constitute due, adequate, and sufficient notice to all persons entitled to be provided with notice, and that the notice plan meet the requirements of Pennsylvania Rules of Civil Procedure 1714 and the United States Constitution (including the Due Process Clause) and any other applicable law.

10. Exclusion from Class. Any Class Member who wishes to be excluded from the Class must send a written request for exclusion to the Settlement Administrator (with copies to Class Counsel and Defense counsel) at the addresses provided in the Settlement Class Notice. Any such exclusion request must be sent by first-class mail, postage prepaid, and must be postmarked no later than a date forty-two (42) days after the date the Notice is mailed by the Settlement Administrator. If the proposed settlement is approved, any Class Member who has not submitted a timely, written request for exclusion from the Class shall be bound by all subsequent proceedings, orders, and judgments in this action.

11. Objections and Appearances.

(a) **Written Objections.** Any Class Member who does not submit a written request for exclusion and who complies with the requirements of this paragraph may object to any aspect of the proposed settlement, including the fairness, reasonableness, or adequacy of the proposed settlement, the adequacy of the Class's representation by the Representative Plaintiff or Class Counsel, the award of attorneys' fees and expenses, and/or the individual service award to the Representative Plaintiff. A Class Member may assert such objections independently or through an attorney hired at their own expense. To object, a Class Member must send a letter or file a pleading saying that he or she objects to the settlement in *Ashley Noble, individually and on behalf of all others similarly situated v. Value Finance, Inc.*, No. 10916 CD 2022. Any objection should state the reasons for the objection and why the objector thinks the Court should not approve the settlement. The objection must also include the name, address, telephone number, email address (if available), and signature of the objecting Class Member. The objection should be filed with the Court of Common Pleas of Indiana County, 825 Philadelphia St, Indiana, PA

15701, with copies mailed to the Settlement Administrator, Class Counsel, and Defense Counsel below, filed no later than forty (42) days from the date of the mailing of the Notice.

Settlement Administrator	Class Counsel	Defense Counsel
Noble v. Value Finance Class Settlement c/o Settlement Administrator [ADDRESS]	Jody T. López-Jacobs, Esq. FLITTER MILZ, P.C. 450 N. Narberth Avenue Suite 101 Narberth, PA 19072	Justin Tuskan, Esq. METZ LEWIS BRODMAN MUST O'KEEFE 444 Liberty Ave, Suite 2210 Pittsburgh, PA 15222

(b) **Other Objections.** Any Class Member who does not timely file with the Court and serve a written objection complying with the terms of this paragraph shall be deemed to have waived any objection and shall be foreclosed from raising any objection to the settlement. Any untimely objection shall be barred.

(c) **Notice of Appearance.** If a Class Member hires an attorney to represent them, the attorney must file a notice of appearance with in this action, and deliver a copy of that notice to Defendant's counsel and to Class Counsel, to the addresses set forth in paragraph 11(a) of this Order. Such counsel must receive any such notices of appearance contemporaneously with submission to the Court.

(d) **Appearance at Final Approval Hearing.** Any Class Member who files and serves a timely, written objection pursuant to the terms of paragraph 11 of this Order and complies with the requirements of this paragraph may also appear and be heard at the Final Approval Hearing either in person or through counsel retained at the Class Member's expense. Class Members or their attorneys intending to appear and be heard at the Final Approval Hearing must deliver to the Court, the Settlement Administrator, Defendant's counsel, and Class Counsel, at the addresses specified in paragraph 11(a) of this Order, a notice of intention to appear, setting forth the case number, the name, address, and

telephone number of the Class Member, and the name of the Class Member's attorney (if applicable), and any documents the objector may use at the hearing. Notices of intention to appear must be postmarked or electronically filed no later than forty-two (42) days from the date of the mailing of the Notice. Any Class Member who does not timely file and serve a notice of intention to appear pursuant to the terms of this paragraph shall not be permitted to appear and be heard at the Final Approval Hearing.

12. Termination of Settlement. This Order shall become null and void, and shall be without prejudice to the rights of the parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if, pursuant to the terms of the Settlement Agreement, the proposed settlement: (a) is not finally approved by the Court or does not become final; or (b) is terminated or does not become effective. In such event, the proposed settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor this Order shall prejudice either party.

13. Use of Order. This Order shall not be construed or used as an admission, concession, or finding by or against Defendant of any fault, wrongdoing, breach, or liability, or of the appropriateness or permissibility of certifying a class on contest, or for any purpose other than settlement. Nor shall the Order be construed or used as an admission, concession, or finding by or against Plaintiff or the Class Members that their claims lack merit or that the relief requested in their pleadings is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses or claims.

14. Continuance of Hearing. The Court reserves the right to continue the Final Approval Hearing without further written notice, except that notice of any continuance shall be provided to any Class Member, or their counsel, who has filed an objection.

Noble v. Value Finance, Inc., No. 10916 CD 2022

BY THE COURT:

7 — 04.13
_____ J.