

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

AND NOW, this 26th day of July, 2022, 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 July 20 and 21, 2022 and incorporated herein by reference) (the “Settlement Agreement”), having read the Plaintiffs’ 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:<sup>1</sup>

**1. Summary of Claims and Defenses:**

The lawsuit claims that Clearview Federal Credit Union (“Clearview” or “Defendant”) violated Pennsylvania’s Uniform Commercial Code (“UCC”) by failing to send borrowers in Pennsylvania (a) proper notices of disposition of collateral (“Repossession Notices”) after

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

repossession of their vehicles, and (b) proper explanations of calculation of deficiency (“Deficiency Notices”) after the sale of the vehicles. Plaintiffs assert on behalf of themselves and a class of borrowers (“Repossession Notice Class”) that the Repossession Notices sent by Clearview violate the UCC by (i) omitting a statement that the consumer had a right to redeem the vehicle at any time prior to the sale of the vehicle; (ii) stating that “you will no longer have the right to redeem the collateral after the first attempted sale”; (iii) stating that the amount charged for an accounting was more than \$25; or (iv) stating that the consumer/debtor “will or will not, as applicable” owe a deficiency. *See* 13 Pa. C.S. §§ 9611, 9614; 13 Pa.C.S. § 9210(f). Plaintiffs also assert on behalf of themselves and a class of borrowers (“Deficiency Notice Class”) that the Deficiency Notices fail to provide the statutorily mandated explanation of how Clearview calculated a deficiency. 13 Pa. C.S. § 9616.

Clearview disputes and denies Plaintiffs’ legal entitlement to any relief under the UCC and maintains that its Repossession Notices and Deficiency Notices are legally compliant. Clearview further asserts defenses to the Amended Complaint and maintains that Plaintiffs’ claims would not meet the requirements for class certification if the issues were fully litigated. Clearview does not oppose Plaintiffs’ Motion for Preliminary Approval of Settlement and does not oppose class certification for purposes of settlement.

**2. Class Findings for Settlement Purposes.**

(a) The numerosity requirement of Pa. R. Civ. P. 1702(1) is satisfied because the Classes consist of approximately 578 Pennsylvania accounts. Thus, the Classes are so numerous that joinder would be impracticable.

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

(i) Whether Plaintiffs and the Classes obtained motor vehicle financing through Clearview and pledged the vehicle as collateral;

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

(iii) Whether Clearview sent the notices of disposition of collateral required under the UCC after repossessing the vehicle;

(iv) Whether Clearview sent the notice of disposition of collateral in the form and manner required under the UCC and Pennsylvania law after repossessing the vehicle;

(v) Whether Clearview sent an explanation of surplus or deficiency in the form and manner required by the UCC; and

(vi) The statutory damages available for any alleged violations of the UCC.

(c) The typicality requirement of Pa. R. Civ. P. 1702(3) is satisfied because Defendant sent template Repossession Notices and Deficiency Notices to Plaintiffs and other members of the Classes. Plaintiffs assert that the Repossession Notices and Deficiency Notices utilized by Defendant fail to comply with law. These are the same claims that all other members of the Classes allegedly possess.

(d) The adequacy requirement of Pa. R. Civ. P. 1702(4) is satisfied in that (i) the interests of the Representative Plaintiffs and the nature of their claims are consistent with those of all members of the Classes, (ii) there appear to be no conflicts between or among the Representative Plaintiffs and the Class Members,

and (iii) Plaintiffs 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 Plaintiffs predominate over any potential individualized issues, including the alleged common issue of whether template notices sent by Defendant post-repossession comply with the provisions of one Pennsylvania statute's requirement of "commercially reasonable" notice of disposition or of deficiency. Pa. R. Civ. P. 1708(a)(1).

(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 (none has been identified); (iii) the desirability of concentrating the litigation of the claims in this forum; and (iv) the impracticability or inefficiency of prosecuting or defending separate actions. Pa. R. Civ. P. 1708(a)–(c).

(h) 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 Repossession Notice Class is defined as All Persons:**

(i) who financed a motor vehicle primarily for consumer use through Clearview or whose loan contract or retail installment sales contract was assigned to Clearview;

(ii) from whom Clearview, as secured party, repossessed the vehicle or ordered it repossessed;

(iii) who had a Pennsylvania address as of the date of repossession as reflected on the Repossession Notice; and

(A) were not sent a Repossession Notice which stated that the borrower had a right to redeem the property any time before Clearview sold the vehicle; or

(B) were sent a Repossession Notice which stated that “you will no longer have the right to redeem the collateral” after the first attempted sale; or

(C) were sent a Repossession Notice which stated that the charge for an accounting was more than \$25; or

(D) were sent a Repossession Notice which stated the debtor “will or will not, as applicable” still owe a deficiency;

(iv) during the period commencing September 6, 2013 through September 6, 2019, inclusive, and

(v) who did not thereafter file a bankruptcy petition under Chapter 7 of the United States Bankruptcy Code;

(b) **The Deficiency Notice Class is defined as all persons:**

(i) who financed a motor vehicle primarily for consumer use through Clearview or whose loan contract or retail installment sales contract was assigned to Clearview;

(ii) from whom Clearview, as secured party, repossessed the financed vehicle, or ordered it repossessed;

(iii) who had a Pennsylvania address as reflected on the deficiency notice as of the date of repossession;

(iv) whose vehicle was sold or auctioned by or at the direction of Clearview, resulting in a claimed deficiency balance; and

(A) were not sent an explanation of the alleged deficiency stating that future debts, credits, charges, including additional credit service charges or interest, rebates and expenses may affect the amount of the deficiency;

(B) or, were sent no Deficiency Notice at all;

(v) during the period commencing September 6, 2013 through the date of September 6, 2019, inclusive; and

(vi) who did not thereafter file a bankruptcy petition under Chapter 7 of the United States Bankruptcy Code.

(c) Pierre Cameron and Jason Starr are appointed as representatives of the Class (“Representative Plaintiffs”).

(d) 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, are appointed as Class Counsel.

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

- (a) resulted from extensive arm's length negotiations and was concluded after over two-and-a-half years of litigation;
- (b) involves direct and substantial cash payments to Class Members, forgiveness of substantial deficiency balances allegedly owed by Class Members to Clearview, cessation of collections, as well as credit reporting and other relief;
- (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; and
- (d) as agreed upon by the parties, except for Class Members who have properly submitted an Election Not to Accept Deficiency Balance Debt Forgiveness, Clearview's extinguishment of the disputed Deficiency Balances as part of this Settlement constitutes a bona fide accord and satisfaction.

**5. Final Approval Hearing.** A hearing (the "Final Approval Hearing") will be held on October 28, 2022, at 9:30, A.M. in Courtroom 820, City-County Building, 414 Grant Street, Pittsburgh, PA 15219 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 should be bound by the release set forth in the proposed settlement; and

(d) Whether Plaintiffs' application for an award of attorneys' fees and expenses to Class Counsel, and for an individual service award, should be approved.

**6. Final Hearing Rescheduling.** In the event that the Final Hearing cannot be held at the date, time or place stated above in Paragraph 5 because of unforeseen events such an increase in COVID-19 cases in Allegheny County, then the Settlement website will be updated to identify the location, time and manner of the Final Hearing. The Court thus may elect to hold the Final Hearing virtually via a computer link using a Zoom or Microsoft Teams platform. In this event, the Settlement website shall be updated to explain to Class Member how they can attend the Final Hearing using a Zoom or Microsoft Teams link.

**7. Pre-Hearing Notices to Class Members.** Subject to the terms of the Settlement Agreement, an independent, third-party class action administrator, American Legal Claims Service of Jacksonville, Florida (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.

**8. Notice by Mail.** The Settlement Administrator shall send a mailing 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 mailing shall be sent by first-class mail, postage prepaid, and shall consist of the Class Notice (with proper dates filled in) substantially in the form filed with this Court as Exhibit B to the Settlement Agreement, and the Election Form filed with this Court as Exhibit D to the Settlement Agreement. Clearview shall furnish its final class list, including names and addresses of co-borrowers, to the Administrator within ten (10) days hereof; the Administrator shall cause the mailing to be sent within 20 days hereof.



**9. Proof of Mailing.** At least twenty-four (24) days prior to the Final Approval Hearing, the Settlement Administrator shall submit to Class Counsel an affidavit of mailing of the Class Notice and the Election Form, identifying any Class Members who have objected to or requested exclusion from the Settlement Agreement. Class Counsel shall file the affidavit along with Plaintiffs' motion for final approval.

**10. 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, [www.ClearviewRepoSettlement.com](http://www.ClearviewRepoSettlement.com).

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 timeframe to act of forty-two (42) days are reasonable, that they constitute due, adequate, and sufficient notice to all persons entitled to be provided with notice, and meet the requirements of Pennsylvania Rule of Civil Procedure 1714, the United States Constitution (including the Due Process Clause) and any other applicable law.

**11. 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 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.

**12. 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 Plaintiffs or Class Counsel, the award of attorneys' fees and expenses, and/or the individual service award to the Representative Plaintiffs. 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 *Pierre Cameron and Jason Starr, individually and on behalf of all others similarly situated v. Clearview Federal Credit Union*, Case No. GD-19-012804, and if possible, file the objection with the Department of Court Records, electronically or in person. 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 Department of Court Records, Civil/Family Division, City-County Building, 414 Grant Street, Pittsburgh, PA 15219, with copies mailed to Class Counsel and Defense Counsel below, filed no later than forty-two (42) days from the date of the mailing of the Notice.

**Settlement Administrator**  
Cameron v. Clearview  
Class Settlement  
[Class admin address]

**Class Counsel**  
Cary L. Flitter, Esq.  
FLITTER MILZ, P.C.  
450 N. Narberth Avenue  
Suite 101  
Narberth, PA 19072

**Defense Counsel**  
Roy Arnold, Esq.  
BLANK ROME LLP  
501 Grant Street  
Suite 850  
Pittsburgh, PA 15219

(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, absent extraordinary circumstances beyond the control of the objecting party.

(c) **Notice of Appearance.** If a Class Member hires an attorney to represent him or her, the attorney must file a notice of appearance with the Civil Division Office and deliver a copy of that notice to Defendant's counsel and to Class Counsel, at the addresses set forth in paragraph 11(a) of this Order. Such attorney must send the notice of appearance to Defendant's counsel and Class Counsel 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, 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 no later than forty-two (42) days from

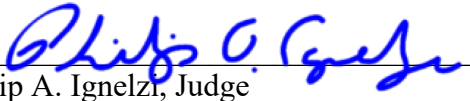
the date of the mailing of the Notice. Any Class Member who does not timely file and serve a notice of intention to appear pursuant to the terms of this paragraph shall not be permitted to appear and be heard at the Final Approval Hearing, absent extraordinary circumstances.

**13. 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.

**14. 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 Plaintiffs 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.

**15. 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, and any such continuance shall be posted on the Settlement website.

BY THE COURT:

  
Phillip A. Ignelzi, Judge