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**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

AVID ACCEPTANCE LLC
Plaintiff

ARIA C SMITH
Defendant

Case No: CV-22-969939

Judge: ANTONIO S NICHOLSON

JOURNAL ENTRY

MOTION FOR PRELIMINARY APPROVAL IS HEREBY GRANTED.

ORDER IS ATTACHED WITH THE RESPECTIVE DATES ENTERED AFTER DISCUSSIONS AND CONFIRMATION WITH COUNSEL FROM BOTH PARTIES.

ORDER IS ATTACHED, SIGNED, AND ORDERED RECORDED. OSJ.

Judge Signature

Date

FILED
2025 DEC 15 P 2:49
CLERK OF COURTS
CUYAHOGA COUNTY

Exhibit 3

THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

AVID ACCEPTANCE, LLC

Plaintiff,

v.

ARIA C. SMITH,

Defendant.

) CASE NO. CV-22-969939

) JUDGE WILLIAM T. MCGINTY

) Antonio S. Nicholson

) **ORDER GRANTING**

) **PRELIMINARY APPROVAL**

) **OF SETTLEMENT**

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)

WHEREAS, the Court has been advised that parties to this action, Plaintiff Aria Smith (“Ms. Smith”) and Defendant Avid Acceptance, LLC (“Avid”) (collectively, the “Parties”), have agreed, subject to Court approval following notice to the Settlement Class and a hearing, to settle the claims asserted by Ms. Smith, individually and on behalf of a putative class, against Avid. The terms and conditions of the proposed settlement are set forth in the Settlement Agreement and Release (the “Agreement”)¹, which has been filed with the Court as an attachment to Ms. Smith’s Motion for Preliminary Approval of Class Action Settlement: and

Based upon the Agreement and all of the files, records, pleadings, motions, and proceedings herein, it appearing to the Court that upon preliminary examination that the Agreement and settlement appear fair, reasonable, and adequate, and that a hearing should and will be held after notice to the Settlement Class Members to confirm that the Agreement and settlement are fair, reasonable, and adequate, and to determine whether a Final Approval Order and Final Judgment should be entered in this Action based upon the Agreement;

IT IS HEREBY ORDERED THAT:

¹ For the purposes of this Order, capitalized terms defined by the Agreement will have the same meaning herein as in the Agreement.

1. The Agreement and the settlement contained therein are preliminarily approved as fair, reasonable, and adequate.
2. The "Settlement Class" means a class, certified for settlement purposes only pursuant to Ohio Rule of Civil Procedure 23(B)(3), defined as: all persons: (1) who purchased a motor vehicle in Ohio primarily for personal, family, and/or household use by entering into a Retail Installment Sales Contract; (2) whose Retail Installment Sales Contract was assigned to Avid; (3) whose motor vehicle securing the Retail Installment Sales Contract was repossessed by or on behalf of Avid, or was voluntarily surrendered, in the state of Ohio; (4) who were sent one or more Post-Repossession Notices by or on behalf of Avid between October 13, 2016 and April 30, 2025; and (5) whose motor vehicle was either disposed of by or on behalf of Avid or their Retail Installment Sales Contract was otherwise not reinstated.
3. The following are excluded from the Settlement Class: (a) Resolved Account Obligors²; (b) any Person who is a debtor in an active bankruptcy proceeding as of the date of entry of the Preliminary Approval Order or who was previously a debtor in a bankruptcy proceeding and received a discharge in bankruptcy after execution of a Retail Installment Sales Contract which was assigned to Avid; and (c) any person who submits a valid and timely request for exclusion.

² Under the Agreement, "Resolved Account Obligor" means a Person obligated under a Retail Installment Sales Contract for which (1) an agreement was reached between the obligor(s) under the Retail Installment Sales Contract and Avid after repossession and disposition of the subject motor vehicle regarding the resolution of the obligor's account with Avid, including but not limited to the Deficiency Balance on the account, or (2) Avid has previously voluntarily waived the Deficiency Balance, or (3) Avid obtained a judgment relating to the Deficiency Balance prior to the Effective Date of the Settlement Agreement.

4. The Settlement Class consists of two subclasses. Each Settlement Class Member is a member of only one subclass. The subclasses are:

(a) “Deficiency Balance Subclass” means a subclass, certified for settlement purposes only, pursuant to Ohio Rule of Civil Procedure 23(B)(3) consisting of Settlement Class Members for which Avid’s records relating to the Settlement Class Account reflect the absence of any payment by the Settlement Class Member on the Deficiency Balance or reflect payment on a Deficiency Balance of \$25.00 or less. There are approximately 995 Settlement Class Accounts in the Deficiency Balance Subclass.

(b) “Deficiency Payment Subclass” means a subclass, certified for settlement purposes only, pursuant to Ohio Rule of Civil Procedure 23(B)(3) consisting of Settlement Class Members for which Avid’s records relating to the Settlement Class Member’s Settlement Class Account reflect a payment by the Settlement Class Member of greater than \$25.00 on a Deficiency Balance. There are approximately 33 Settlement Class Accounts in the Deficiency Payment Subclass.

5. For the purposes of this Settlement, the Settlement Class consisting of 1,028 Settlement Class Accounts is so numerous that joinder of all members is impracticable. There are questions of law or fact common to the Settlement Class. The claims of Ms. Smith are typical of the claims of the Settlement Class. Ms. Smith will fairly and adequately protect the interests of the Settlement Class. The questions of law or fact common to the members of the Settlement Class predominate over the questions affecting only individual members. Certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of the controversy. The Court finds that Ms. Smith is an adequate

representative of the Settlement Class. Ms. Smith is hereby approved as the representative of the Settlement Class for the purposes of implementing the settlement in accordance with the Agreement, and Ronald Frederick is appointed as counsel for the Settlement Class ("Class Counsel").³

6. The Settlement Class Notice is approved, in the form attached hereto as **Exhibit A**. The Settlement Class Notice shall be considered to be an order of the Court, and the dates set forth therein shall govern this case and the Settlement Class, unless otherwise modified.
7. Pursuant to the Agreement, Avid is hereby directed to prepare and provide to the Settlement Administrator and Class Counsel, a Settlement Class List in readable electronic form. The Settlement Class List shall include the names and account numbers of all Settlement Class Members. The Settlement Class List also shall set forth the outstanding Deficiency Balance for each Deficiency Balance and Deficiency Payment Subclass Member and shall identify the amount of monetary relief provided pursuant to the Agreement for each Deficiency Payment Subclass Settlement Class Account. The Settlement Class List provided to the Settlement Administrator shall state the last known addresses of the Settlement Class Members according to Avid's records.
8. As soon as practicable, but no later than 01/16/2026, the Settlement Administrator shall mail the Settlement Class Notice to each Settlement Class Member by first class mail, postage pre-paid, addressed to his or her last known address, substantially in the form attached hereto as **Exhibit A**. Before mailing the Settlement Class Notices, the Settlement Administrator shall perform an address check of the entire Settlement Class List through

³ The Court notes Avid reserves its right to object to class certification outside of the context of this Settlement.

the United States Postal Service's National Change of Address database to update the addresses of Settlement Class Members. For Settlement Class Notices returned by the U.S. Postal Service for lack of a correct address, the Settlement Administrator shall attempt a further address search using a recognized information broker such as LexisNexis and re-mail the Settlement Class Notice by First Class Mail to any subsequently obtained addresses. Only one re-mailing will be required. Neither Avid nor the Settlement Administrator will be responsible for the failure of the postal service to timely deliver or return a Settlement Class Notice and will have no obligation to re-send a Settlement Class Notice that is not returned by the postal service more than fourteen (14) days prior to the Final Approval Hearing.

9. On or before seven (7) days prior to the Final Approval Hearing, the Settlement Administrator shall provide the Court and Class Counsel with a declaration confirming that the Settlement Class Notices were mailed to Settlement Class Members, and the steps taken during the Settlement Class Notice process. The costs and expenses of printing, preparing, and mailing the Settlement Class Notice shall be paid by Class Counsel as they are incurred.
10. The mailing of the Settlement Class Notice as directed in this Order constitutes the best notice practicable under the circumstances and sufficient notice to all members of the Settlement Class.
11. Any member of the Settlement Class who intends to object to the fairness of the settlement reached under the Agreement must, by 03/04/2026, file an objection with the Court and provide copies of the objection to the Settlement Administrator at the address specified in the Class Notice; to Avid's counsel, Christopher S. Baxter, Sebaly, Shillito +

Dyer, 220 E. Monument Ave. Suite 500 Dayton, Ohio 45402; and to Class Counsel, Ronald Frederick, Frederick & Berler, LLC, 767 E. 185th Street, Cleveland, Ohio 44119.

- (a) To be valid, any objection to the settlement reached under the Agreement must include:
- (i) the name and case number of this action;
 - (ii) the objector's full name, address, and telephone number;
 - (iii) a written and notarized statement of all grounds for the objection accompanied by any legal support for such objection;
 - (iv) copies of any papers, briefs, or other documents upon which the objection is based;
 - (v) a statement whether the objector or his or her counsel intends to appear and argue at the Final Approval Hearing; and
 - (vi) a list of all cases in which the objector and/or his or her counsel has filed objections to a class action settlement in the preceding five years.

If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear and argue at the Final Approval Hearing. The Final Approval Hearing will be limited to argument by counsel for the Parties and argument by any objector or objector's counsel who have submitted an objection in compliance with this Agreement and the Preliminary Approval Order. No witness testimony will be allowed, nor will evidence be considered by the Court other than evidence submitted at or prior to the Final Approval Hearing in the form of sworn affidavits. An objection by any individual obligated on a Settlement Class Account will be deemed to be an objection on behalf of all

obligors on the same Settlement Class Account. Any Settlement Class Member who does not file a timely written objection in compliance with this Order or the Agreement, or who fails to otherwise comply with the requirements relating to objections of this Order or the Agreement, (1) shall be deemed to have waived any such objection with the objection not being considered by the Court, (2) will not be heard during the Final Approval Hearing, and (3) shall be foreclosed from seeking any adjudication or review of the settlement reached under the Agreement and preliminary approved herein by appeal or otherwise.

12. Any Settlement Class Member who wishes to be excluded from the Settlement Class must file a request for exclusion (i.e., an opt-out) with the Court and provide copies to the Settlement Administrator at the address specified in the Class Notice; to Avid's counsel, Christopher S. Baxter, Sebaly, Shillito + Dyer, 220 E. Monument Ave. Suite 500 Dayton, Ohio 45402; and to Class Counsel, Ronald Frederick, Frederick & Berler, LLC, 767 E. 185th Street, Cleveland, Ohio 44119. To be effective, the request for exclusion must be received by the Court and by the Settlement Administrator, counsel for Avid and Class Counsel no later than 03/04/2026, and:

- (a) include the Settlement Class Member's full name, address, and telephone number; and,
- (b) specifically and unambiguously state his or her desire to be excluded from the Settlement Class in Case No. CV-22-969939, *Avid Acceptance, LLC v. Aria C. Smith* in the Cuyahoga County, Ohio Court of Common Pleas.

A request for exclusion filed by any individual obligated on a Settlement Class Account will be deemed to be a request for exclusion filed on behalf of all obligors on the Settlement Class Account. Any Settlement Class Member who fails to file a timely and complete request for exclusion with the Court and to send copies to the Settlement Administrator,

counsel for Avid, and Class Counsel in compliance with this Order shall be subject to and bound by settlement reached under the Agreement and every order or judgment entered by

the Court relating to the settlement reached under the Agreement. Any communications

from a Settlement Class Member (whether styled as an exclusion request, an objection, or a comment) as to which it is not readily apparent whether the Settlement Class Member meant to exclude himself or herself from the Settlement Class will be evaluated by the Settlement Administrator and jointly by counsel for the Parties, who will make a good-faith evaluation regarding the intent. Any uncertainties about whether a Settlement Class Member is requesting exclusion from the Settlement Class will be resolved by the Court.

13. The Settlement Administrator shall maintain a list of all requests for exclusion and shall report the names and addresses of all such persons requesting exclusion to the Court, counsel for Avid and Class Counsel by 03/04/2026, to assure consistency with the record of requests for exclusions filed with the Court. The list of persons deemed by the Court to have excluded themselves from the Settlement Class will be attached as an exhibit to the Final Approval Order.

14. All such persons for whom a proper request for exclusion has been filed with the Court and served upon the Settlement Administrator, counsel for Avid, and Class Counsel shall not be Settlement Class Members and shall have no rights with respect to the settlement and no interest in the relief provided under the Agreement.

15. All discovery and other pretrial proceedings in this action relating to the claims subject to the settlement reached under the Agreement are stayed and suspended until further order of this Court except such actions as may be necessary to implement the Agreement and this Order.

16. Ms. Smith, Class Counsel, Avid, and Avid's counsel shall not: (a) attempt to void the Agreement in any way except as authorized by Paragraph IV(B) therein; (b) opt out of the Settlement Class under the Agreement; (c) solicit or encourage Settlement Class Members to opt out of this settlement or (d) solicit or encourage any effort by any person (natural or legal) to object to the settlement under this Agreement. However, Class Counsel is not prohibited from responding to any Settlement Class Member's self-initiated inquiry with advice that is otherwise lawful and that Class Counsel deems appropriate given the Settlement Class Member's individual circumstances.

17. A hearing (the "Final Approval Hearing") shall be held on March 18th, at 11:00 AM to determine whether the proposed settlement reached under the Agreement is fair, reasonable, and adequate and should be approved. The parties' respective briefs and supporting papers in support of the proposed settlement shall be filed on or before 03/11/2026.

18. The Final Approval Hearing will be limited to argument by counsel for the Parties and argument by any objector or objector's counsel who has submitted an objection in compliance the Preliminary Approval Order. No witness testimony will be allowed, nor will evidence be considered by the Court other than evidence submitted at or prior to the Final Approval Hearing in the form of sworn affidavits. The Final Approval Hearing described in this paragraph may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. After the Final Hearing, the Court may enter a Final Approval Order and Final Judgment in accordance with the Agreement that will adjudicate the rights of all Settlement Class Members.

19. If the proposed settlement as provided in the Agreement is not be finally approved by the Court, if for any reason the Parties fail to obtain a Final Approval Order and Final Judgment as contemplated in the Agreement, or if the Agreement is otherwise terminated pursuant to its terms, then the Agreement and all orders entered in connection therewith shall become null and void and of no further force and effect, and shall not be used or referred to for any purpose. In such event, the Agreement and all negotiations and proceedings relating thereto shall be withdrawn without prejudice as to the rights of all parties thereto, who shall be restored to their respective positions immediately prior to the execution of the Agreement.

20. In sum, the dates for performance are as follows:

Class Notice Mailed By: 01/16/2026
Requests for Exclusion Received by: 03/04/2026
Filing and Receipt of Objections: 03/04/2026
Final Approval Submissions: 03/11/2026
Final Approval Hearing: 03/18/2026; 11:00 AM

IT IS SO ORDERED.

DATED: December 15th, 2025



JUDGE WILLIAM T. MCGINTY

Antonio S. Nicholson