

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

Plaintiffs

vs.

CLEARVIEW FEDERAL CREDIT UNION,
Defendant.

COURT OF COMMON PLEAS
ALLEGHENY COUNTY
CIVIL DIVISION

Case No. GD-19-012804

CLASS ACTION

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

You may be entitled to receive a settlement payment, credit report modification and cancellation of any deficiency balance on your motor vehicle financing agreement with Clearview Federal Credit Union in connection with a class action settlement.

You have been identified as a person who had a vehicle repossessed by Clearview Federal Credit Union from September 6, 2013 through September 6, 2019.

*A Pennsylvania Court has authorized this notice.
This is not a solicitation from a lawyer.
You are not being sued.*

- **You do not need to take any action to receive the benefits of the settlement. Read this notice carefully.**
- This settlement resolves a lawsuit over whether Clearview Federal Credit Union (“Clearview”) sent borrowers proper notice of their rights after vehicle repossession.
- Clearview disputes the claims asserted in the Litigation. The parties disagree about whether any money (and if so, how much) could have been awarded to you if the Plaintiffs were to prevail at trial. The settlement avoids the costs and risks to members of the Class like you from continuing with the lawsuit, and provides relief to the Class.
- This settlement will: (a) provide a gross fund of \$1,250,000 to be distributed to Class Members after payment of administrative costs, Class Counsel fees and costs, and a service award to Plaintiffs; (b) waive post-repossession Deficiency Balances of approximately \$2,768,101 claimed due by Clearview; and (c) require Clearview to request that the credit reporting agencies delete the credit reporting of your vehicle loan history, all in accordance with the proposed Class Action Settlement Agreement.¹
- Your rights are affected whether you act or not.

¹ Capitalized terms not defined herein shall have the meaning set forth in the Class Action Settlement Agreement and Release, a copy of which is available on the website, www.ClearviewRepoSettlement.com.

Your Legal Rights and Options in this Settlement:

Do Nothing	If the settlement is approved by the Court as presented, any post-sale repossession deficiency balance will be forgiven, and Clearview will request the credit reporting agencies to delete your vehicle loan history from your credit report. You will also be paid a share of the net settlement proceeds, approximately \$1,175 per loan . You will also be giving up any claims relating to the financing or repossession of your vehicle.
Exclude Yourself	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Clearview concerning repossession or financing of your vehicle. Act by September 26, 2022 .
Object	Write to the Court about why you don't like the settlement and do not want it approved. Act by September 26, 2022 .
Go to a Hearing	Ask to speak in Court about the fairness of the settlement on October 28, 2022 .

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.
- For more information or to review key documents or the class action settlement agreement, you can visit www.ClearviewRepoSettlement.com

TAXATION

The Credit Union is likely to send an IRS Form 1099C to the IRS and to you in the amount of your vehicle loan debt forgiveness. This amount may be treated by the IRS as income. See Section 7 below for further information regarding taxes.

WHAT THIS NOTICE CONTAINS

	<u>Page</u>
BASIC INFORMATION.....	2
1. Why did I get this notice package?.....	2
2. What is this lawsuit about?	2
3. Why is this a class action?	2
4. Why is there a settlement?	2
WHO IS IN THE SETTLEMENT.....	3
5. How do I know that I am part of the settlement?.....	3
THE SETTLEMENT BENEFITS – WHAT YOU GET	3
6. What does the settlement provide for me?.....	3
TAX IMPLICATIONS	4
7. Tax Implications	4
HOW YOU GET THE BENEFITS OF THE SETTLEMENT	4
8. Do I need to do anything to get a payment or the credit reporting benefit	4
9. Do I need to do anything to have my outstanding debt eliminated?.....	4
10. When is the hearing on final approval of the proposed settlement?.....	4
11. What am I giving up to get a payment or stay in the Class?.....	5
EXCLUDING YOURSELF FROM THE SETTLEMENT.....	5
12. How do I get out of the settlement?	5
13. If I don’t exclude myself, can I sue Clearview for the same thing later?	5
14. If I exclude myself, can I get money from this settlement?.....	5
THE LAWYERS REPRESENTING YOU	5
15. Do I have a lawyer in this case?.....	5
16. How will the lawyers and Representative Plaintiff be paid?	6
OBJECTING TO THE SETTLEMENT	6
17. How do I tell the Court that I don’t like the settlement?	6
18. What’s the difference between objecting and excluding?	6
THE COURT’S FAIRNESS HEARING.....	6
19. When and where will the Court decide whether to approve the settlement?.....	6
20. Do I have to come to the hearing?	6
21. May I speak at the hearing?	7
IF YOU DO NOTHING.....	7
22. What happens if I do nothing at all?	7
GETTING MORE INFORMATION.....	7
23. Are there more details about the settlement?	7

BASIC INFORMATION

1. Why did I get this notice package?

The Court approved this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves it, and if objections and appeals (if any) are resolved, then the payments and other benefits of settlement will proceed.

The case is pending in the Court of Common Pleas of Allegheny County, Pennsylvania, and the case is known as *Pierre Cameron and Jason Starr, individually and on behalf of all others similarly situated v. Clearview Federal Credit Union*, Docket No. GD-19-012804. The persons suing (the Plaintiffs) are Pierre Cameron and Jason Starr. They are also called “Class Representatives.” The company being sued, Clearview Federal Credit Union, is called the Defendant, or “Clearview.”

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible, and how to get them.

Clearview’s records reflect that you and any co-borrower on your vehicle loan were sent one or more notices from Clearview following the repossession of your vehicle from September 6, 2013 to September 6, 2019. Clearview’s alleged conduct post-repossession, including its use of these notices forms the basis for this lawsuit.

2. What is this lawsuit about?

The lawsuit claims that Clearview violated Pennsylvania law by failing to send its borrowers in Pennsylvania (a) proper notice (“Repossession Notice”) after repossession of their vehicles, and (b) proper explanation of deficiency (“Deficiency Notice”) after the sale of the repossessed vehicles.

Clearview denies that it violated any law, and Clearview asserts that it satisfied all of the legal requirements as to its notices. Clearview also asserts other defenses. Clearview further contends that many of the members of the Class owe Clearview money for balances still due on their accounts following the sale of their repossessed vehicles at auction, called a “deficiency.”

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Pierre Cameron and Jason Starr), sue on behalf of all people who have similar claims. All these people are “Class Members,” and grouped together are a “Class.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Clearview has challenged whether this case should proceed as a class action but has agreed not to oppose this case proceeding as a class for settlement purposes only.

4. Why is there a settlement?

Plaintiffs believe the Class might have won more money than the settlement amount had the case gone to trial, but substantial delays and risks would have occurred, including the risk of the case not being certified as a class. Clearview believes that the claims asserted in the case are without substantial merit, and that the Plaintiffs may have recovered nothing if there had been a trial. But, there has been no trial. Instead, both sides agreed to a settlement. That way, they avoid delay and the cost of a trial and appeal, and class members like yourself will get compensation and other settlement benefits promptly. The Class Representatives and their attorneys think the settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT

5. How do I know that I am part of the settlement?

If you received this Notice in the mail, Clearview's records reflect that you are part of the Class. The Court has preliminarily certified two classes: the Repossession Notice Class and the Deficiency Notice Class.

The Repossession Notice Class includes Pennsylvanians whose vehicles were repossessed by Clearview, and who were not sent a Repossession Notice which stated that the consumer had a right to redeem the property at any time before Clearview sold the vehicle; or who 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 who were sent a Repossession Notice which stated that the charge for an accounting was more than \$25; or who were sent a Repossession Notice which stated the debtor "will or will not, as applicable" owe a deficiency, during the period commencing September 6, 2013 through September 6, 2019.

The Deficiency Notice Class are Class Members whose vehicles were repossessed by Clearview and then sold, leaving a deficiency balance claimed due, and who 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; or who were not sent a Deficiency Notice at all, during the period commencing September 6, 2013 through the date of September 6, 2019.

Both classes exclude individuals who, after the repossession or sale of their vehicle, filed a bankruptcy petition under Chapter 7 of the United States Bankruptcy Code.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide for me?

- Cash Component:

- Clearview has agreed to create a Settlement Fund of \$1,250,000.00. Approved administrative costs, Class Counsel fees and expenses, and a service award for the Class Representative will be paid from that fund. The Net Fund that remains will be distributed to the members of the Classes.
- If the Court approves the Settlement as requested, all class members will be entitled to payment totaling approximately \$1,175 unless there were multiple borrowers in which case you will share this amount equally with the co-borrower.

- Credit Reporting Relief: Unless you reinstated your vehicle loan after repossession, Clearview will request that the credit reporting agencies update your credit report to remove any tradeline – that is any reference to the Clearview vehicle loan contract. Details about how and when this will be done, and limits on Clearview's obligation to provide credit reporting relief are spelled out further in the Class Action Settlement Agreement and Release.

- Waiver of Deficiency Balance: If you have been advised by Clearview that there is a shortfall after the auction sale proceeds were applied, that balance claimed due is called a "Deficiency Balance." Unless you elect otherwise, Clearview will waive, forgive and eliminate any Deficiency Balance on your vehicle loan. NOTE: *see Tax Implications* in Section 7 below. You can choose not to receive debt forgiveness by submitting the enclosed Election Not to Accept Deficiency Balance Debt Forgiveness.

TAX IMPLICATIONS

7. Tax Implications

This settlement has potential tax implications for you. If you accept the Deficiency Balance forgiveness, the Credit Union is likely to send an IRS Form 1099C to the IRS and to you in the amount of your vehicle loan debt forgiveness if the amount exceeds \$600. This amount may be treated by the IRS as income, and could result in your having to declare income in that amount on your next tax return and pay tax on all or some of that amount! You should consult your tax advisor. IRS publication 4681 discusses this and is available on the settlement website www.ClearviewRepoSettlement.com or via the internet by searching "IRS Form 4681."

HOW YOU GET THE BENEFITS OF THE SETTLEMENT

8. Do I need to do anything to get a payment or the credit reporting benefit?

No. You do not need to do anything further to remain in the Class. You will get a payment and any credit reporting benefit automatically, assuming court approval of the Settlement.

9. Do I need to do anything to have my outstanding debt eliminated?

No. Any outstanding debt that remained after the auction of your repossessed vehicle will automatically be eliminated upon final approval of the settlement by the Court unless you tell us you do not want your debt eliminated. If you **do not want** your outstanding debt to be forgiven, please read these instructions carefully, fill out the Election Not To Accept Deficiency Balance Debt Forgiveness form, and mail it postmarked no later than **September 26, 2022** to:

Cameron v. Clearview Federal Credit Union
c/o Settlement Administrator
P.O. Box 23648
Jacksonville, FL 32241

If you have already been sued and there is a legal judgment against you relating to your Deficiency Balance, Clearview will inform the Court that you have resolved the issue and satisfy the judgment. If you do not know if you have any Deficiency Balance, you can call the Settlement Administrator at 1-888-768-7141 or Class Counsel at 1-888-668-1225 to inquire or to find out the amount of any Deficiency Balance claimed due.

10. When is the hearing on final approval of the proposed settlement?

The Court will hold a hearing on **October 28, 2022** at 9:30 A.M. in Courtroom 820, City-County Building, 414 Grant Street, Pittsburgh, PA 15219 to decide whether to approve the settlement. If the Court approves the settlement after hearing, there may be appeals. It is always uncertain whether there will be an appeal and if so, when it will be resolved. Resolving an appeal can take time, often well more than a year. Please be patient.

In the event that the Final Hearing cannot be held at the date, time or place stated above because of unforeseen events such as 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 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 how you can attend the Final Hearing using a Zoom or Microsoft Teams link on your computer. Please check the Settlement website at www.ClearviewRepoSettlement.com to confirm the time, place and manner of the Final Hearing.

11. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you will stay in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Clearview related to your repossessed motor vehicle loan. It also means that the Court's orders will apply to you and legally bind you. Unless you "opt-out" or exclude yourself from this case, you will automatically be deemed to have agreed to a "Release of Claims" which describes exactly the legal claims that you give up if you remain in the Class. The specific language of the release is set forth in the Settlement Agreement, which can be found on the website: www.ClearviewRepoSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment or other benefits from this settlement but you want to keep the right to sue or continue to sue Clearview on your own about any of the subjects or issues set forth in the paragraph above, then you must take steps to get out. This is called excluding yourself – sometimes referred to as "opting out" of the Class.

12. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter to the Settlement Administrator, with copies to counsel, by mail (first class, postage pre-paid) saying that you, as well as any and all other person(s) who signed your vehicle loan, want to be excluded from *Pierre Cameron and Jason Starr, individually and on behalf of all others similarly situated v. Clearview Federal Credit Union*, Case No. GD-19-012804. Be sure to include your name, address, email (if available), telephone number and your signature. Mail your exclusion request postmarked no later than **September 26, 2022** to all of three different addresses below.

Settlement Administrator

Cameron v. Clearview
Class Settlement
P.O. Box 23648
Jacksonville, FL 32241

Class Counsel

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

Defense Counsel

Roy W. Arnold, Esq.
BLANK ROME
501 Grant Street
Suite 850
Pittsburgh, PA 15219

13. If I don't exclude myself, can I sue Clearview for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Clearview for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own private lawsuit.

14. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not receive any money from this lawsuit or settlement, credit report deletion, forgiveness of any Deficiency Balance, or other relief that this Class Settlement provides.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has approved the law firms of Flitter Milz, P.C., in Narberth, PA; Feinstein, Doyle, Payne & Kravec, LLC, in Pittsburgh, PA; and Sabatini Freeman, LLC in Dunmore, PA, to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged individually for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers and Representative Plaintiff be paid?

As part of the class settlement, Plaintiffs will ask the court to approve \$15,000 service awards to each Plaintiff for their time and effort in bringing this case. Plaintiffs will ask the Court to approve a payment out of the settlement fund in the amount of \$500,000 for Class Counsel fees and up to \$15,000 for reimbursement of expenses. The fees would pay Class Counsel for investigating the facts, litigating the case, negotiating the settlement, filing legal papers with the Court, and oversight of future implementation of the settlement, including fielding inquiries from Class Members. Class Counsel has not been paid for its time or services since this case was originally filed in September 2019. The Court could award less than this amount.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

17. How do I tell the Court that I don't like the settlement?

If you are a Class Member, you can object to the settlement if you don't like any part of it. You should state why you object and why you think the Court should not approve the settlement. The Court will consider your views. To object, you must file an objection, or send a letter saying that you object 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. Please be sure to include your name, address, email address (if available), telephone number, your signature, and the reasons you object to the settlement. Mail the objection to all of the three different places listed in Section 12 above, postmarked no later than **September 26, 2022**. The objection must also be filed with the Department of Court Records, Civil/Family Division, First Floor, City-County Building, 414 Grant Street, Pittsburgh, PA 15219.

18. What's the difference between objecting and excluding?

Objecting is telling the Court that you don't like something about the settlement, and that you, for that reason, want the settlement not to be approved. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to, and attendance is not required or expected unless you advise that you intend to appear or have your lawyer appear.

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing on **October 28, 2022** at 9:30 A.M. in Courtroom 820, City-County Building, 414 Grant Street, Pittsburgh, PA 15219. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and meets the test for class action settlements. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also determine the Class Representative Service Award and Class Counsel fees and expenses. Following the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

In the event that the Final Hearing cannot be held at the date, time or place stated above because of unforeseen events such as 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 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 how you can attend the Final Hearing using a Zoom or Microsoft Teams link on your computer. Please check the Settlement website at www.ClearviewRepoSettlement.com to confirm the time, place and manner of the Final Hearing.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you file an objection, you don't have to come to Court to talk about it, but you may. As long as you properly mailed (or electronically filed) your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, if you wish.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you or your lawyer must send a letter stating that it is your "Notice of Intention to Appear 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." Your Notice of Intention to Appear must be filed or mailed so as to be filed with the Court no later than **September 26, 2022** and be sent to the addresses specified in Section 12. You cannot speak at the hearing if you exclude yourself from the settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do not exclude yourself and the Court finally approves the settlement, you will receive a settlement payment, forgiveness of your Deficiency Balance (if any), and credit reporting relief as provided in the Class Action Settlement Agreement. If you do not want your Deficiency Balance forgiven you must elect in writing by returning the enclosed Form.

GETTING MORE INFORMATION

23. Are there more details about the settlement?

This notice summarizes the proposed settlement. The pleadings and other records in this litigation, including a copy of the Settlement Agreement, may be examined at any time during regular office hours at the Court of Common Pleas of Allegheny County, Civil Division, Department of Court Records, First Floor, City-County Building, 414 Grant Street, Pittsburgh, PA 15219. These documents will also appear on a website created for this case: www.ClearviewRepoSettlement.com.

You may also call or write to the following:

Cameron v. Clearview Federal Credit Union
c/o Settlement Administrator
P.O. Box 23648
Jacksonville, FL 32241
888-768-7141
info@ClearviewRepoSettlement.com

Please **do not** call the Court, Clearview, or Clearview's counsel.