

Exhibit 1

MATTHEW L. CHIPEGO, CHARLENE K.
MOWREY, KIMBERLY CATALANO-
PIKE, EXECUTRIX OF THE ESTATE OF
CONSTANCE C. CHURCHILL,
DECEASED, JOSEPH W. EWING,
individually and on behalf of themselves and
all other similarly situated

Plaintiffs

v.

FIVE STAR BANK

and

FINANCIAL INSTITUTIONS, INC.

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

MAY TERM, 2017

NO. 002466

CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE

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CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE¹

Subject to final approval by the Court and in exchange for the good and valuable consideration set forth herein, this Class Action Settlement Agreement and Release, dated as of the date of the last signature affixed hereto, by and between Plaintiffs Matthew L. Chipego, Charlene K. Mowery, Kimberly Catalano-Pike, executrix of the estate of Constance C. Churchill, deceased, and Joseph W. Ewing (the “Class Representatives” or “Plaintiffs”), on behalf of themselves and the Class Members, and Defendants Five Star Bank and Financial Institutions, Inc. (collectively, the “Bank” or “Defendants”), intending that as among the Parties, including all Class Members, the Litigation, and the Settled Claims shall be fully and finally compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to all Parties upon the terms and conditions set forth below.

RECITALS

WHEREAS, in May 2017, Plaintiff Matthew L. Chipego and former plaintiff Douglas Beachel of Pennsylvania, together with Plaintiffs Joseph Ewing and the late Constance Churchill of New York, filed suit alleging that the Bank failed to send proper notice of disposition of collateral following a vehicle repossession, as required by the Uniform Commercial Code provisions of Pennsylvania, 13 Pa.C.S.A. §§ 9614, 9611(b), and New York, NY UCC §§ 9-614, 9-611 (b), 9-610, as applicable, in a matter captioned *Chipego v. Five Star Bank*, May Term 2017, Civ. Action No. 02466 (Court of Common Pleas of Philadelphia County) (the “Litigation”);

WHEREAS, the Class Representatives, through Class Counsel, have conducted a thorough and extensive investigation through formal discovery and through independent fact investigation into the facts and law relating to the Litigation;

¹ Identified terms used in these recitals and whereas clauses shall have the meanings ascribed to them as set forth in § I of this Agreement.

WHEREAS, throughout the Litigation, the Parties made multiple attempts to settle the matter on a class-wide basis, including by mediations before Michael D. Young, Esq., of JAMS,, John P. Lavelle, Jr., Esq., of Morgan, Lewis & Bockius LLP; and most recently by mediation on February 28, 2025 before the Hon. Mark I. Bernstein (Ret.), and, after the third mediation the parties were able to reach an agreement in principle to be memorialized herein and when executed presented to the Court for approval;

WHEREAS, Plaintiffs and Defendants hereby execute this Settlement Agreement and intend to urge its approval by the Court after consideration of the following substantial benefits that the settlement bestows upon the Classes certified by the Court, consisting of Pennsylvania Class Members and New York Class Members, as further described below:

- (i) In full settlement of all claims that were or could have been asserted by the Class in this proceedings, within 30 days of Preliminary Approval, Defendants will pay the sum of \$29,500,000.00 to create a Settlement Fund that will be used to provide monetary relief to Pennsylvania Class Members and New York Class Members, to pay Class Counsel's approved fees and expenses, to pay an approved class representative service award, and to pay the costs of notice and administration of the Settlement, all as approved by the Court; and;
- (ii) Within 30 days of the Effective Date, Defendants will cease collection of all Deficiencies, which according to Defendants sum to approximately \$55,323,663;
- (iii) Within 7 days of signing the Settlement Agreement, Defendants will discontinue the initiation of any new enforcement action (e.g. garnishments, levies, and other similar litigation collection activity) to collect the Deficiencies. Defendants shall also provide notice to third parties working on their behalf not to initiate any new enforcement action to

collect the Deficiencies;

(iv) Within 60 days of final approval of the Settlement Agreement, assuming no appeal, Defendants cause all judgments obtained on all Deficiencies to be satisfied (about 1,294 judgments); and

(v) Within 60 days of final approval of the Settlement Agreement, assuming no appeal, Defendants will make a request to Credit Reporting Agencies to delete entirely any credit reporting by Defendants from Class Members' credit files relating to the Accounts at issue in the Litigation, in the manner set forth at ¶ 2.09 below.

WHEREAS, Class Counsel has fully analyzed and evaluated the merits of the Parties' contentions and this Settlement as it affects all Parties (including the absent Class Members), has conducted multiple depositions of Bank witnesses, which included four depositions of Defendants' corporate designee, and has reviewed tens of thousands of pages of documents and data including select loan files; and after taking into account the foregoing along with the substantial risks of continued litigation, is satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that the settlement of the Litigation is in the best interests of the Class; and

WHEREAS, Defendants deny any and all liability in connection with the Litigation and denies that it is or may be liable for any of the claims in the Litigation, but nevertheless desires to resolve the Litigation on the terms and conditions herein set forth, for the purposes of avoiding the burden, expense, and uncertainty of continuing litigation and the sizable risks associated in the event Plaintiffs were successful on their claims and/or Defendants' affirmative defenses were rejected, and for the purpose of putting to rest any and all controversies engendered by the Litigation, and with reservation of Defendants' rights against individuals or their privies who are

not members of this Class;

NOW THEREFORE, intending to be legally bound and in consideration of the covenants and agreements set forth in this Agreement, Plaintiffs, the Class, and Defendants agree to the settlement of the Litigation, subject to Court approval, as follows:

I. DEFINITIONS

1.01. “Agreement,” “Settlement,” and “Settlement Agreement” mean this Class Action Settlement Agreement and Release.

1.02. “Cash Payment Eligible Class Members” means Class Members whose Class Notice is not returned as undeliverable within the meaning of ¶ 4.02.

1.03. “Class” is defined as the four classes certified by this Court in its September 30, 2021 Order, which includes:

Class A, defined as all persons:

- (a) who financed a vehicle primarily for consumer use through Five Star, or whose consumer loan contract or installment sales contract was assigned to Five Star;
- (b) from whom Five Star, as secured party, repossessed the financed vehicle, or ordered it repossessed;
- (c) who had a Pennsylvania address as of the date of repossession; and
- (d) who were sent a Notice of Right to Redeem (“Repossession Notice”) which:
 - (1) failed to state the method of disposition, *i.e.*, whether a public or private sale; or
 - (2) failed to list the time and place of any public sale of the vehicle; or
 - (3) failed to state either that the debtor is entitled to an accounting of the unpaid indebtedness and the charge, if any, for such an accounting, or “if you want us to explain to you in writing how we have figured the amount that you owe us ...”; or
 - (4) listed a lump sum “storage cost.”
- (e) or, were sent no notice at all;
- (f) in the period commencing May 16, 2011, through September 30, 2021.

Class B is defined as all persons:

- (a) who financed a vehicle primarily for consumer use through Five Star, or whose consumer loan contract or installment sales contract was assigned to Five Star;
- (b) who had a Pennsylvania address as of the date of repossession;
- (c) from whom Five Star Bank, as secured party, repossessed the vehicle, or ordered it repossessed;
- (d) whose vehicle was sold or auctioned by Five Star Bank, but leaving a surplus or claimed deficiency balance; and
- (e) who were sent an explanation of the alleged deficiency or surplus (“Deficiency Notice”) that failed to:
 - (1) state that future debits, credits, charges, including additional credit service charges or interest, rebates and expenses may affect the amount of the surplus or deficiency; and/or
 - (2) provide in the following order:
 - (i) the aggregate amount of the obligation secured by the security interest under which the disposition was made, and if the amount reflects a rebate of unearned interest or credit service charge, an indication of that fact, and a calculation thereof;
 - (ii) the amount of proceeds of the disposition;
 - (iii) the aggregate amount of the obligations after deducting the amount of the proceeds;
 - (iv) the amount, in the aggregate or by type, and types of expenses, including expenses of retaking, holding, preparing for disposition, processing and disposing of the collateral and attorney’s fees secured by the collateral which are known to the secured party and relate to the current disposition;
 - (v) the amount, in the aggregate or by type and types of credits, including rebate of interest or credit service charges, to which the obligor is known to be entitled; and
 - (vi) the amount of the surplus or deficiency.
- (f) or, were sent no Deficiency Notice at all;
- (g) in the period commencing May 16, 2011 through September 30, 2021.

Class C is defined as all persons:

- (a) who financed a vehicle primarily for consumer use through Five Star, or whose consumer loan contract or installment sales contract was assigned to Five Star;
- (b) from whom Five Star, as secured party, repossessed the financed vehicle, or ordered it repossessed;
- (c) who had a New York address as of the date of repossession; and
- (d) who were sent a Notice of Right to Redeem (“Repossession Notice”) which failed to:
 - (i) state the method of disposition, i.e., whether a public or private sale; or
 - (ii) list the time and place of any public sale of the vehicle; or

- (iii) state either that the debtor is entitled to an accounting of the unpaid indebtedness and the charge, if any, for such an accounting or “if you want us to explain to you in writing how we have figured the amount that you owe us ...”; or
- (iv) provide an itemized statement of the dollar amount needed to redeem, or stated that “estimated” expenses must be paid to redeem;
- (e) or, were sent no notice at all;
- (f) in the period commencing May 16, 2011 through September 30, 2021.

Class D is defined as all persons:

- (a) who financed a motor vehicle primarily for consumer use through Five Star Bank or whose loan contract or installment sales contract was assigned to Five Star Bank;
- (b) who had a New York address as of the date of repossession;
- (c) from whom Five Star Bank, as secured party, repossessed the vehicle, or ordered it repossessed;
- (d) whose vehicle was sold or auctioned by Five Star Bank, but leaving a surplus or claimed deficiency balance; and
- (e) who were sent an explanation of the alleged deficiency or surplus (“Deficiency Notice”) that failed to:
 - (1) state that future debits, credits, charges, including additional credit service charges or interest, rebates and expenses may affect the amount of the surplus or deficiency; and/or
 - (2) provide in the following order:
 - (i) the aggregate amount of the obligation secured by the security interest under which the disposition was made, and if the amount reflects a rebate of unearned interest or credit service charge, an indication of that fact, and a calculation thereof;
 - (ii) the amount of proceeds of the disposition;
 - (iii) the aggregate amount of the obligations after deducting the amount of the proceeds;
 - (iv) the amount, in the aggregate or by type, and types of expenses, including expenses of retaking, holding, preparing for disposition, processing and disposing of the collateral and attorney’s fees secured by the collateral which are known to the secured party and relate to the current disposition;
 - (v) the amount, in the aggregate or by type and types of credits, including rebate of interest or credit service charges, to which the obligor is known to be entitled; and
 - (vi) the amount of the surplus or deficiency.
- (f) or, were sent no Deficiency Notice at all;
- (g) in the period commencing May 16, 2011 through September 30, 2021.

1.04. “Class Members” means those persons who, along with the Class Representatives, comprise the Class, and who have not opted out of the Settlement.

1.05. “Class Counsel” means Cary L. Flitter, Andrew M. Milz, and Jody Thomas López-Jacobs, along with the law firm of Flitter Milz, P.C., and Matthew Parham (pro hac vice) along with Western New York Law Center, and Carlo Sabatini along with Sabatini Law Firm LLC.

1.06. “Class Notice” means the Court-approved notice of class settlement to be sent to Class Members pursuant to ¶ 4.02.

1.07. “Class Period” means the period from May 16, 2011 through September 30, 2021.

1.08. “Credit Reporting Agency” means Experian Information Solutions, Inc., Equifax, Inc., Trans Union, LLC, and any other consumer reporting agency (as that term is defined by 15 U.S.C. § 1681a(f)), to which one or more Defendants have reported information regarding a Class Member’s Account.

1.09. “Deficiency,” or “Deficiency Balance” means any amount allegedly owed to one or more Defendants after the sale proceeds from the sale of a Class Member’s repossessed vehicle are applied to the Class Member’s Secured Obligation.

1.10. “Distribution Date” means not later than 30 days after the Effective Date and is the date on or about which the settlement payments shall be sent to Class Members.

1.11. “Effective Date” means the date 35 days after the entry by the Court of the Final Order Approving Class Action Settlement (the “Final Approval Order”), if no appeal is timely filed. If an appeal is timely filed, the “Effective Date” shall mean the date 7 days after either: (a) entry of an order affirming the Final Approval Order and when the applicable period for the initiation of any further appeal of the affirmance of the Final Approval Order has expired without a further appeal or petition for allowance of appeal having been filed; or (b) if an appeal is taken

but dismissed with prejudice, the date of dismissal.

1.12. “Net Fund” means the proceeds of the Settlement Fund after the deduction of approved Class Counsel fees and expenses, approved class representative service awards, and administrative costs.

1.13. “New York Class Members” refers to the members of Classes C and D.

1.14. “Parties” means the Class Representatives, the Class Members, and Defendants.

1.15. “Pennsylvania Class Members” refers to the members of Classes A and B.

1.16. “Preliminary Approval” of this Agreement means that the Court has entered an order pursuant to Pa. R. Civ. P. 1710 preliminarily approving the terms and conditions of this Agreement, including the content and manner of notice to the Class in substantially the manner presented here.

1.17. “Repossession Notice” means a notice sent after the repossession of a vehicle advising the borrower of, *inter alia*, their right to redeem or reinstate.

1.18. “Secured Obligation” means the finance agreement, loan agreement, retail installment sales contract, or comparable vehicle finance transaction to which each Class Member and the Bank were parties and on which each Class Member allegedly defaulted, and where the alleged default resulted in the vehicle repossession, regardless of the present state of any security interest.

1.19. “Settled Claims,” as it relates to the Class Members, means all claims that have been brought in this case, and also includes all claims relating to such Class Members’ Secured Obligations, but does not include (1) any claims for personal injuries; (2) any claims under the Servicemembers Civil Relief Act, 50 U.S.C. § 3901; or (3) any claims arising from other accounts or lending relationships among the Class Members and the Defendants.

As to Defendants, “Settled Claims” includes any pleaded Counterclaims and Deficiencies, and according to Defendants the aggregate total of Deficiencies claimed and resolved by this Settlement is approximately \$55.3 million.

As to the Class Representatives only, the term “Settled Claims” includes all claims that have been or could have been brought in this Litigation, not just the claims brought in this Litigation and/or the claims relating to their Secured Obligations.

1.20. “Settlement Administrator” means American Legal Claims Services, LLC.

1.21. “Settlement Fund” or “QSF” means the amount of \$29,500,000.00 provided by Defendants, or on Defendants’ behalf, to the Settlement Administrator for deposit into a federally insured financial institution with branches in Pennsylvania and New York. The Settlement Fund may not be commingled with any other funds; it may be held in cash, cash equivalents, certificates of deposit, or instruments insured by an arm of or backed by the United States government but may be segregated as the Administrator deems appropriate to make payments to Pennsylvania Class Members and to New York Class Members.

1.22. As used herein, the plural of any defined term includes the singular thereof and the singular of any defined term includes the plural thereof as the case may be.

II. GENERAL TERMS OF THE SETTLEMENT

2.01. Conditional Nature of Agreement.

This Agreement, including all associated exhibits and attachments, is made for the sole purpose of attempting to consummate a settlement of the Litigation on a class-wide basis. The Agreement is made in compromise of disputed claims. The Agreement is intended by the Parties to fully, finally, and forever resolve the Settled Claims subject to the terms and conditions set forth in this Agreement. Because this Agreement resolves a class action on a class-wide basis, it must

receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis, subject to the final approval of the Court.

2.02. Effect of Disapproval.

If the Court does not enter the Final Approval Order, or the Agreement does not become final for any reason, this Agreement shall be of no force or effect whatsoever (except with respect to this paragraph and with respect to the return of funds as indicated in this Agreement). The Parties agree that if the Court does not approve the Agreement, or any appellate court disapproves of the Agreement in any way that prevents the Agreement from becoming final and effective, no Party will use or attempt to use any conduct or statement of any other Party in connection with this Agreement, including any effort to seek approval of the settlement, to affect or prejudice any other Party's rights in any ensuing litigation.

If this Agreement terminates pursuant to its terms without final approval, the Litigation shall revert to its status as it existed before the execution of this Agreement, and any monies paid or advanced by Defendants shall be returned or reimbursed within 14 days, except for any portion of the funds advanced to or due the Settlement Administrator for services actually rendered that were necessarily and incurred and are fair and reasonable in amount.

2.03. Denial of Liability.

Defendants deny the validity of all claims asserted against it in the Litigation. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations connected with it, shall be construed as an express or implied admission or concession by Defendants of any legal violations, any legal requirement, or any failure to comply with any applicable law.

2.04. Class Certification.

The Parties acknowledge that the Court has already certified the matter as a class action.

2.05. Proposed Order for Preliminary Approval.

In connection with the application for Preliminary Approval of this Agreement, the Parties shall submit to the Court a proposed order in the form attached as Exhibit A.

2.06. Monetary Relief to Class Members.

(a) Within 30 days following the entry of an order granting Preliminary Approval, Defendants will issue or cause to be issued one or more checks or other valid form of payment to the Settlement Administrator in the amount of \$29,500,000.00, payable to the order of “Chipego v. Five Star Bank Settlement Fund” for deposit into a federally insured financial institution. Based upon the alleged proportionate liability of the Class Members, 94.2% of the settlement amount shall be allocated to the New York Class Members and 5.8% of the settlement amount shall be allocated to the Pennsylvania Class Members.

Under no circumstances shall Defendants be responsible for an amount in excess of \$29,500,000.00 in connection with this Settlement. The Settlement Fund shall be used solely for purposes of implementing this Agreement, which will be used to provide monetary relief to Cash Payment Eligible Class Members, to pay Class Counsel’s attorney fees and expenses as approved by the Court, to pay any approved class representative service award, and to pay for costs of notice and administration.

(b) Class Relief. Cash Payment Eligible Class Members shall be entitled to a pro rata share of the Settlement Fund, pursuant to the statutory formula set forth in 13 Pa.C.S. § 9625(c)(2) (for Pennsylvania Class Members) and NY UCC 9-625(c)(2) (for New York Class Members) from the Net Fund. The amount of each Class Member’s payment will be based on the said statutory formula which derives from the finance charge and amount financed as set forth on the Class Member’s respective note or contract, per Secured Obligation.

By way of illustration, for a Class Member who financed the purchase of an automobile for \$25,000 with a stated finance charge of \$5,000, their statutory damages under the Uniform Commercial Code would be \$7,500 (\$5,000 finance charge plus 10% of the amount financed, *i.e.* \$2,500). That Cash Payment Eligible Class Member would be paid their proportionate share (approximately 34.69%) of that amount, which is \$2,601.75.

If two or more Cash Payment Eligible Class Members share a single Secured Obligation (e.g., if there are co-borrowers), payments will issue to each individual for their proportionate, equal share. For example, if there were two coborrowers on the above example, they would each share equal, proportionate shares of \$1,300.87 each.

If a Cash Payment Eligible Class Member had more than one vehicle repossessed, such member shall be entitled to a separate recovery for each Secured Obligation. Any Cash Payment Eligible Class Member who had the same vehicle repossessed more than once shall be entitled to only one recovery per vehicle, not per repossession.

(c) Illustration. By way of illustration, if the Court were to approve Class Counsel fees and litigation expenses in the sum of \$11,800,000.00 and \$150,000.00, respectively, administrative expenses of \$100,000.00, and Class Representative service awards of \$40,000 to each named Plaintiff, the Net Fund would be \$17,290,000.00. Each Cash Payment Eligible Class Member would receive their pro rata share of the Net Fund based on the statutory formula. The average class member check would be approximately \$3,200.00.

(d) Timing and Method of Payment. On or about the Distribution Date, the Settlement Administrator shall mail a check to each Cash Payment Eligible Class Member at their last-known address or any updated address obtained pursuant to ¶¶ 3.02 or 4.02, unless such Cash Payment Eligible Class Member timely notifies the Settlement Administrator of their preference to be paid

through one of the alternative electronic payment methods offered by the Settlement Administrator and provides the Settlement Administrator all requisite information deemed necessary by the Settlement Administrator to effectuate such payment.

2.07. Identification of Class Members.

Defendants represent that they provided information, to the best of their knowledge, concerning the identities of the Class Members after having reviewed its records of customer accounts, which reflect that the Class consists of approximately 6,358 Class Members arising from 5,315 Secured Obligations, consisting of approximately 403 Pennsylvania Class Members arising from 322 Secured Obligations, and approximately 5,995 New York Class Members arising from 4,993 Secured Obligations.

2.08 Electronic List.

Defendants shall prepare an electronic list for the Settlement Administrator and Class Counsel containing the names, last known addresses, finance charges, amounts financed, and the Deficiency of each Class Member (including co-borrowers). To ensure that addresses on the electronic list are up to date, the electronic list sent to the Settlement Administrator shall also include the Social Security numbers of the Class Members. Plaintiffs acknowledge that the Bank's contact information for members of the class members is dated and that Defendants owe no duty, obligation, or responsibility as it relates to the accuracy of the contact information for the class members. Any expense associated with identifying, researching and/or verifying mailing addresses shall be paid from the Settlement Fund.

The Settlement Administrator shall update each Class Member's last known address through the United States Postal Service National Change of Address ("NCOA") database for updates as far back as feasible. For Class Members for whom there is no updated address in the

NCOA database, the Settlement Administrator will update the last known address via a Social Security number (or equivalent personal identifier). The Settlement Administrator may take further steps to locate as many Class Members as reasonably feasible, and any such costs or expenses shall be paid from the Settlement Fund.

2.09. Credit Reporting and Collections.

The following procedures apply with respect to the credit repair relief provided for in this Settlement:

(a) Not later than 30 days after the Effective Date, Defendants will make a request to the Credit Reporting Agencies to delete the accounts related to the motor vehicle Secured Obligations and/or Deficiencies at issue from the credit files of all Class Members. If, 30 or more days after the Effective Date, Defendants are advised by a Class Member or Class Counsel that a trade line subject to deletion has not been deleted, Defendants will make a further request that such trade line be deleted. If Defendants are not so advised, Defendants need not take any further action. After Defendants have made the request(s) to the Credit Reporting Agencies described above, if a trade line subject to deletion remains and a Class Member disputes such trade line with one or more Credit Reporting Agencies, Defendants shall not respond to such request for verification from the Credit Reporting Agencies.

(b) Plaintiffs and the Class Members acknowledge that the Credit Reporting Agencies are separate entities from Defendants, and that no cause of action can or will be stated against Defendants, including any for breach of this Settlement, if any Credit Reporting Agency fails to so amend the Class Members' credit history despite a request from Defendants, so long as Defendants perform their obligations in ¶ 2.09(a). The Class Members also expressly acknowledge that they understand the limitations of Defendants in this regard, and that any action, inaction,

omission, and/or error solely by the Credit Reporting Agencies is not and shall not be attributable to Defendants and shall not constitute a breach of this Agreement. If Defendants comply with its obligations under this Settlement, Defendants shall not be liable to any Class Member under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.*, or any similar law in connection with its obligations as set forth in this paragraph and/or in correcting or requesting deletion of the account related to a Secured Obligation and Deficiency being reported on any Class Member's credit report.

2.10. Cease and Desist Collection.

Within 7 days of signing the Settlement Agreement, Defendants agree that it will not initiate any new enforcement action, including garnishments, levies, and other similar litigation collection activity, to collect the Deficiencies. Defendants shall also provide notice to third parties working on its behalf not to initiate any new enforcement action to collect the Deficiencies. Defendants shall, within 30 days of the Effective Date, promptly discontinue and cease all collection activities with respect to any Deficiencies of Class Members. If any Deficiencies has been assigned for collection, Defendants shall cause such efforts to cease. This obligation shall not apply (a) if this Agreement is terminated for any reason, without final approval, or (b) as to each Class Member who properly opts out of the Class. Defendants represent that it has not sold or assigned any claim relating to any Deficiency, in judgment or otherwise, except as set forth in a schedule appended hereto, if applicable.

2.11. Covenant Not to Sue.

Defendants agree, upon the execution of this Agreement, not to seek to collect in any lawsuit any amount from the Class Members related to a Secured Obligation or Deficiency subject to this Agreement, and, within 60 days of the Effective Date, to dismiss with prejudice (or

comparable procedure) any such lawsuit that was filed before the execution of this Agreement. Nothing in this paragraph limits Defendants from pursuing claims arising from loans or agreements not subject to this Settlement Agreement, such as other obligations not involving a Class Member's Secured Obligation. This covenant not to sue does not extend to any actions unrelated to Class Members or their privies.

Nothing in this Agreement is intended to, nor shall it be construed to, release, waive, affect, impair, prejudice, or discharge any claims, causes of action, rights, or remedies that Defendants may have against Harter Secrest & Emery LLP, Jerauld E. Brydges, Esq., or any other attorneys formerly representing the Bank in connection with this Litigation, including but not limited to the claims asserted in the action captioned "*Five Star Bank and Financial Institutions, Inc. v. Harter Secrest & Emery LLP, et al.*," Index No. E2023010320, pending in the Supreme Court of the State of New York, County of Monroe. Defendants expressly reserve all such claims and rights.

As to Defendants, "Settled Claims" includes any Deficiencies, and according to Defendants the aggregate total of Deficiencies claimed and resolved by this Settlement is approximately \$55.3 million. Plaintiffs have asserted several procedural related arguments with respect to the recoupment defense Defendants asserted associated with the Deficiencies, and for the reasons and risks noted above, the Parties agree to their resolution as part of the terms of this Settlement Agreement and Release.

2.12. Satisfaction of Monetary Judgments Against Class Members.

Defendants have represented in this Litigation the existence of 1,294 judgments entered against Class Members. If Defendants or their assignee has obtained a money judgment against any Class Member arising from a Secured Obligation that has not been satisfied as of the date of this Agreement, Defendants agree to take timely and reasonable steps to identify all such Class

Members to Class Counsel within 60 days of Preliminary Approval, and to mark such judgments as satisfied within 30 days of the Effective Date. Should any Class Member with a money judgment previously entered against them opt out of this Settlement, the judgment entered against them will not be satisfied hereunder or affected by this Agreement.

2.13. Attorneys' Fees and Expenses

Plaintiffs intend to apply for an award of attorneys' fees from the Settlement Fund in an amount not to exceed 40% of the cash component: *i.e.* \$11,800,000.00. Plaintiffs also intend to apply for an award of expenses of up to \$150,000.00. All attorneys' fees and expenses shall be paid from the Settlement Fund on a common fund/benefit basis, and the amounts of such fees and expenses shall not increase in any way the amount that Defendants are required to pay under this Agreement. Defendants agree not to oppose a request by Plaintiffs for such fees and expenses to be awarded to Class Counsel so long as the request does not exceed the above-stated amounts. The amount of Class Counsel fees and expenses is subject to Court approval. Class Counsel fees awarded shall also serve as compensation to Class Counsel for addressing ongoing and future Class Member inquiries concerning their repossession, Deficiencies, and credit reporting after final approval. Class Counsel fees and expenses approved by the Court shall be paid by the Settlement Administrator to Class Counsel promptly after the Effective Date and no later than the Distribution Date.

2.14. Individual Service Awards.

The four Class Representatives may apply for individual service awards in the amount of \$40,000.00 each (for a total of \$160,000.00). Any service award shall be paid from the Settlement Fund. Defendants agree not to object to this request for individual service awards. The amount of any such award is subject to Court approval. The approved service awards shall be forwarded by

check to Class Counsel promptly after the Effective Date and no later than the Distribution Date. These service awards are in addition to Plaintiffs' entitlement to the settlement benefits provided to all Class Members under this Agreement.

III. ADMINISTRATION OF THE SETTLEMENT

3.01. Costs of Administration.

Costs of providing notice to the Class of the settlement of the Litigation, administering this Agreement, and making the cash payments and distributions required under this Agreement shall be paid from the Settlement Fund. The Settlement Administrator shall administer the settlement in accordance with the terms of this Settlement Agreement. The Settlement Administrator shall promptly respond to all queries from Defendants and Class Counsel about the calculations and payments called for by this Agreement. The Settlement Administrator shall bill for its services in an amount not to exceed \$100,000.00, including for any second distribution.

3.02. Treatment of Class Members Who Have Moved or Died.

For Class Members whose checks mailed pursuant to ¶ 2.06 are returned by the U.S. Postal Service for lack of current correct address, the Settlement Administrator shall seek an address correction via a Social Security number search through the Accurant database, or other equivalent database, and the checks for those Class Members will be resent to a more current and accurate address as determined by the Settlement Administrator. The Settlement Administrator may in its discretion employ skip-trace or other location tools. If the Settlement Administrator receives notice that a Class Member is deceased, the Settlement Administrator will, upon receipt of proper notification and documentation, make any payment due to the Class Member's estate. "Proper notification and documentation" means, in the discretion of the Settlement Administrator, a death certificate, or a copy of the official filings appointing an executor, administrator, or other personal

representative of the estate along with the name and address of such executor, administrator, or personal representative. Any payment to or on behalf of an estate or Class Member should typically be made not later than 120 days after the Distribution Date. Class Counsel may, in their discretion, allow re-issuing of checks to any Class Member so long as funds remain available.

3.03. Uncashed/Unclaimed Checks.

Checks to Class Members shall be good for 45 days from the date the check is mailed, and that “stale date” shall be stated on the check. After the expiration of the stale date on such checks, the Settlement Administrator shall promptly send another round of checks or electronic payments to each Cash Payment Eligible Class Member who has not cashed or negotiated the settlement check/payment, and each check shall be good for another 45 days. Unless Class Counsel, in their discretion, approves the re-issuing of a check to any Class Member, Class Members who are not located or whose checks are not cleared before the check stale date(s) shall be ineligible to share in the Settlement Fund, but shall be eligible for the non-cash benefits of this Settlement.

3.04 Second Distribution

If, after the expiration of the final check stale date set forth in § 3.03 there remains in Settlement Fund a balance of \$100,000.00 or more, there shall be a second distribution. From that remaining balance, reasonable administration and notice costs for the second distribution shall be paid. The balance then-remaining shall be allocated to New York Class Members and Pennsylvania Class Members, respectively, on a pro rata basis among each Class Member who negotiated the first mailed check. Any second distributions to New York Class Members and Pennsylvania Class Members shall derive from the pool of funds remaining for and originally allocated to the New York Class Members and Pennsylvania Class Members, respectively.

If a second distribution is called for by this Agreement, the Settlement Administrator shall

mail checks or cause electronic payments to be made, as the case may be, no later than 140 days after the Distribution Date, unless Class Counsel, in their discretion, approves the re-issuing of a check to any Class Member. Checks mailed in a Second Distribution shall be valid for a period of 60 days from mailing.

3.05. Notification to Class Counsel.

Approximately 100 days after the Distribution Date, the Settlement Administrator shall notify Class Counsel and Defendants' counsel in writing of the number of Class Members to whom payments were made, the number of Class Members to whom checks were sent, the number of Class Members who did not cash the checks, the total dollar amount of the checks and electronic payments distributed, the total dollar amount of uncashed checks, and the remaining balance of the Settlement Fund, bank fees, and other administration expenses.

If there is a Second Distribution hereunder, the Settlement Administrator shall provide a supplemental affidavit approximately 70 days after the Second Distribution with the same detail provided.

3.06. Residual Funds/ *Cy Pres.*

If a balance remains 65 days after the date of any Second Distribution, or if less than \$100,000.00 remains 110 days after the initial distribution, that remaining balance is deemed "Residual Funds." Residual Funds will be distributed as follows, pursuant to Pa. R.C.P. 1716: (a) 50% to the Pennsylvania Interest on Lawyers Trust Account ("IOLTA"); (b) 25% to Philadelphia Legal Assistance to support activities and programs which promote the delivery of civil legal assistance, including consumer credit education and counseling, to the indigent in Pennsylvania; and (c) 25% to New York Center for Elder Law to support activities and programs which promote the delivery of civil legal assistance, including consumer credit education and counseling, to the

indigent in New York.

If there is no second distribution, the Settlement Administrator shall deliver the check payable to the *cy pres* recipients to Class Counsel for distribution to the recipient organizations within approximately 140 days of the initial distribution. If there is a second distribution, such checks shall be delivered within approximately 90 days of the second distribution. Promptly after the *cy pres* check has cleared, the Settlement Administrator shall close the QSF.

Under no circumstances (other than termination of this Agreement for want of Court approval) shall any of the money in the Settlement Fund revert to Defendants.

3.07. Certification of Distribution.

Within 10 days after the final distribution of all portions of the Settlement Fund, the Settlement Administrator shall provide to all counsel an affidavit attesting that the distributions provided for by this Agreement have all been timely made. Within 14 days of receipt of the affidavit, Class Counsel shall docket such affidavit and any other appropriate case-closing affidavit or praecipe.

IV. CLASS SETTLEMENT PROCEDURES

4.01. Motion for Preliminary Approval.

Plaintiffs shall file a motion for Preliminary Approval of the proposed settlement within 14 days after the execution of this Agreement. Defendants agree not to oppose the entry of an order of Preliminary Approval in the form annexed hereto as Exhibit A, which provides, among other things:

- (a) That the settlement is preliminarily approved as being within the range of reasonableness such that notice thereof should be given to the Class;
- (b) That the notice of proposed class action settlement substantially in the form attached as Exhibit B is approved by the Court; that the mailing of the Class Notice in the manner and form set forth in the Order meets all the requirements of Pa. R. Civ. P. 1712, 1714, and any other applicable law; that such notice constitutes the

best notice practicable under the particular circumstances of this case; and shall constitute valid, due, and sufficient notice to all persons entitled to it;

- (c) That deadlines shall be established for mailing Class Notices, making any objections and requests to opt out of the settlement, and filing any papers in connection with the Final Approval Hearing and the consideration of the approval or disapproval of the Settlement Agreement;
- (d) That any objections by Class Members to: (i) the proposed settlement, or (ii) the entry of the Final Approval Order, shall be heard and any papers submitted in support of such objections shall be considered by the Court at the Final Approval Hearing only if, on or before a date (or dates) specified in the Class Notice and the Preliminary Approval Order, the objector sends to the Settlement Administrator a objection signed by them, stating in the basis for their objection, and stating whether they intend to appear at the final approval hearing. Any objection shall be postmarked and mailed to the Settlement Administrator on or before the date specified in the Class Notice, which shall be 42 days from the date of the initial mailing of the Class Notice.
- (e) That any person who wishes to opt out of the settlement shall mail a notice of intention to opt out to the Settlement Administrator on or before a date specified in the Class Notice and the Preliminary Approval Order (42 days from the date of the initial mailing of the Class Notice). The notice of intention to opt out shall: (i) set forth the Class Member's full name, current address, and telephone number; (ii) contain the signatures of each Class Member initially obligated on the Secured Obligation; and (iii) state an intent of all signatories not to participate in the settlement;
- (f) That the Preliminary Approval Order substantially in the form of Exhibit A to the Settlement Agreement is approved;
- (g) That a hearing or hearings ("Final Approval Hearing") shall be held before the Court, at a time and date to be set by the Court, to consider whether the proposed settlement, including the payment of the Class Representative service award, Class Counsel's attorneys' fees and expenses, and administrative costs is fair, reasonable, and adequate and should be approved by the Court, and whether the judgment approving the settlement and dismissing the Litigation on the merits and with prejudice against the Class Representative and the Class Members should be entered, and to consider such other matters as may properly come before the Court in connection with the Final Approval Hearing;
- (h) That the Final Approval Hearing may, from time to time and without further notice to the Class (except those who lodged timely and valid objections), be continued or adjourned by order of the Court; and,
- (i) That all Class Members (except those who timely excluded themselves) will be bound by the Final Approval Order.

4.02. Notice of Class Settlement.

Subject to Court approval, the Parties agree that notice to the Class Members shall be mailed by the Settlement Administrator substantially in the form attached hereto as Exhibit B in the following manner: (a) Defendants shall supply a list of the Class in accordance with ¶ 2.08 within seven days after Preliminary Approval, and the Settlement Administrator shall update the address list as set forth in ¶ 2.08; (b) the Settlement Administrator shall mail the notice as approved by the Court, by first class United States mail to the updated addresses within 30 days after Preliminary Approval; (c) if a mailed notice is returned with a forwarding address provided by the Postal Service, the Settlement Administrator will promptly re-mail it to the forwarding address; (d) if a mailed notice is returned without a forwarding address, or is otherwise designated by the Postal Service as bearing an invalid address, the Settlement Administrator shall promptly attempt to locate an updated address for the particular Class Member, and shall promptly re-mail the notice to the Class Member at the updated address (if one is obtained). If a notice is returned after such address update and re-mailing, and no current address is reasonably available to the Settlement Administrator, the notice may be deemed “undeliverable.”

4.03. Opting Out

The Class Notice described in § 4.02 above shall permit any Class Member to elect not to be part of the Class and not to be bound by this Agreement if the affected person mails a timely opt-out notice to the Settlement Administrator. The notice of intention to opt out shall: (i) set forth the Class Member’s full name, current address, telephone number and email address, if available; (ii) contain the signatures of each Class Member for whom the Secured Obligation relates; and (iii) state an intent of all signatories not to participate in the Settlement. The notice of intention to opt out must be postmarked on or before the date specified in the Class Notice, which shall be 42

days after the initial mailing of the Class Notice. No Class Member, or proxy, may exclude any other Class Member. No later than 45 days after the initial mailing of Class Notice, the Settlement Administrator shall send to Class Counsel and Defendants' counsel a list of the persons who have validly objected to or requested exclusion from the Settlement, and Class Counsel shall file the list with the motion for final approval. Upon the entry of the Final Approval Order, the persons who timely and properly requested exclusion from the Class will not be considered Class Members for purposes of this Settlement. The Class Notice shall also explain in plain language that payment may result in issuance of an IRS form 1099.

4.04. Order and Final Judgment.

Before the Final Approval Hearing, Plaintiffs shall file a motion requesting that the Court finally approve the settlement and enter judgment substantially in the form attached as Exhibit C. Defendants consent to such request.

4.05. Settlement Administrator Duties and Consent to Jurisdiction.

(a) The Settlement Administrator shall be responsible to prepare, fold, and properly mail Class Notice; handle and administer opt-out requests and objections, if any, and other Class Member inquiries; handle and facilitate mailing of checks or sending of electronic payments to Class Members and such other administrative services as needed, consistent with its proposal, to implement notice and distribution.

(b) The Settlement Administrator shall, by virtue of its voluntary appointment, deem itself subject to the jurisdiction of the Court for purposes of its administration of the settlement in accordance with the terms of this Agreement and this Litigation.

V. RELEASES

5.01. Release by the Parties and the Class Members.

On the Effective Date, Defendants, on the one hand, and the Class Representatives and all Class Members, on the other hand, by operation of the Final Approval Order, fully, finally, and forever release and discharge each other from all Settled Claims and, without further action by any person, shall be deemed (a) to have consented to the dismissal with prejudice of all Settled Claims; (b) to have released and discharged all Settled Claims; and (c) to be barred and enjoined from instituting or further prosecuting, in any forum whatsoever, including but not limited to any state, federal, or foreign court or regulatory agency, any Settled Claim. Because the Bank's Deficiencies are subject to a bona fide dispute as to their application in this case, the Parties agree that Defendants shall not issue a 1099-C.

5.02. Unknown Claims or Losses.

The Class Representatives and Defendants expressly understand and acknowledge that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. The Class Representatives and Defendants explicitly took that possibility into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained in this Agreement, having been bargained for between the Class Representative and Defendants with the knowledge of the possibility of such losses or claims, was given in exchange for a full discharge of all such losses or claims.

VI. QUALIFIED SETTLEMENT FUND

6.01. Definition.

The Settlement Fund shall constitute a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation § 1.468B-1 promulgated under § 468B of the Internal Revenue Code of 1986, as amended. The Settlement Administrator shall be the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k).

6.02. Employer Identification Number.

Upon or before establishment of the QSF, the Settlement Administrator shall apply for an employer identification number for the QSF utilizing Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4).

6.03. Relation-Back.

Defendants and the Settlement Administrator shall fully cooperate in filing a relation-back election under Treasury Regulation § 1.468B-1(j)(2) to treat the QSF as coming into existence as a settlement fund as of the earliest possible date.

6.04. Defendants' Obligations After Making Deposits.

After making the payments described in ¶ 2.06, Defendants shall have no responsibility, obligation, or liability with respect to: (a) the notifications to the Class Members (except to provide the data specified for all Class Members); (b) the processing of claims and opt-out letters; (c) the allowance or disallowance of claims by Class Members; (d) payments to Class Counsel; (e) investment of QSF funds; (f) payment of federal, state, and local income, employment, unemployment, excise, and any other taxes, penalties, interest, or other charges related to taxes imposed on the QSF or its disbursements; (g) payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the QSF.

6.05. Administration Tax Obligations.

The Settlement Administrator shall file or cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns, including any Form 1099-series return and tax withholdings statements, in accordance with the provisions of Treasury Reg. § 1.468B-2(k)(1) and Treasury Reg. § 1.468B-2(l)(2)(ii).

VII. MISCELLANEOUS PROVISIONS

7.01. Parties to Use Best Efforts to Effectuate Settlement.

The Parties shall use their best efforts to cause the Court to give Preliminary Approval to this Agreement as promptly as practicable, to take all steps contemplated by this Agreement, to effectuate the Settlement on the stated terms and conditions, and to obtain final approval of this Agreement.

7.02. Choice of Law and Venue.

This Agreement is intended to and shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws rules.

7.03. Entire Agreement.

This Agreement constitutes the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Agreement, superseding all previous negotiations and understandings. This Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence bearing on the meaning of this Agreement may be introduced in any judicial proceeding.

7.04. Modification Only in Writing.

This Agreement may be amended only in a writing signed by the Parties. This Agreement may not be orally amended.

7.05. No Ambiguity To Be Construed In Favor of Either Party.

The determination of the terms of this Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties. Accordingly, no ambiguity shall be construed in favor of or against any of the Parties.

7.06. Successors.

This Agreement shall be binding upon, and inure to the benefit of, the respective heirs, successors, and assigns of the Parties.

7.07. Waivers.

The waiver by one Party of any provisions or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

7.08. Counterparts.

This Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Agreement in counterparts.

7.09. Retention of Jurisdiction.

The Court shall retain jurisdiction over the interpretation, effectuation, and implementation of this Agreement and all orders entered in connection with the Agreement.

7.10. Taxes.

The Settlement Administrator shall cause any proper Form 1099-series or comparable tax document to issue, if required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, for cash distributions to the Class Members over \$600.00. Because the Bank's Deficiencies are subject to a bona fide dispute and resolved by accord and satisfaction under this Agreement, the parties agree that Defendants shall not issue a 1099-C for cancellation of indebtedness.

7.11. Public Statements.

Plaintiffs, for themselves, their agents, and representatives, and their counsel, agree not to make any public statement to the media concerning this settlement, such as issuing any press release, convening any press conference or otherwise initiating or responding to publicity with

newspapers, publications, or other mass media with respect to this settlement.

The undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AGREED TO on behalf of PLAINTIFFS AND THE CLASS:

Dated: _____

By: _____
MATTHEW L. CHIPEGO

Dated: _____

By: _____
CHARLENE K. MOWREY

Dated: _____

By: _____
KIMBERLY CATALANO-PIKE,
EXECUTRIX OF THE ESTATE OF
CONSTANCE C. CHURCHILL, DEC'D.

Dated: _____

By: _____
JOSEPH W. EWING

AGREED TO on behalf of DEFENDANTS FIVE STAR BANK AND FINANCIAL INSTITUTIONS, INC.:

Dated: March 7, 2025

By: 

Name: William J. Plants, II

Title: Chief Financial Officer

newspapers, publications, or other mass media with respect to this settlement.

The undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AGREED TO on behalf of PLAINTIFFS AND THE CLASS:

Dated: 3-7-25

By:


MATTHEW L. CHIPEGO

Dated: 3-7-25

By:


CHARLENE K. MOWREY

Dated: _____

By:

KIMBERLY CATALANO-PIKE,
EXECUTRIX OF THE ESTATE OF
CONSTANCE C. CHURCHILL, DEC'D.

Dated: _____

By:

JOSEPH W. EWING

AGREED TO on behalf of DEFENDANTS FIVE STAR BANK AND FINANCIAL INSTITUTIONS, INC.:

Dated: _____

By:

Name: William J. Plants, II

Title: Chief Financial Officer

newspapers, publications, or other mass media with respect to this settlement.

The undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AGREED TO on behalf of PLAINTIFFS AND THE CLASS:

Dated: _____

By: _____
MATTHEW L. CHIPEGO

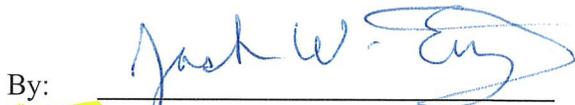
Dated: _____

By: _____
CHARLENE K. MOWREY

Dated: March 7, 2025

By: 
KIMBERLY CATALANO-PIKE,
EXECUTRIX OF THE ESTATE OF
CONSTANCE C. CHURCHILL, DEC'D.

Dated: 3-7-25

By: 
JOSEPH W. EWING

AGREED TO on behalf of DEFENDANTS FIVE STAR BANK AND FINANCIAL INSTITUTIONS, INC.:

Dated: _____

By: _____

Name: William J. Plants, II

Title: Chief Financial Officer

Exhibit A

MATTHEW L. CHIPEGO, CHARLENE K. MOWREY, KIMBERLY CATALANO-PIKE, EXECUTRIX OF THE ESTATE OF CONSTANCE C. CHURCHILL, DECEASED, JOSEPH W. EWING, individually and on behalf of themselves and all other similarly situated

Plaintiffs

v.

FIVE STAR BANK
and
FINANCIAL INSTITUTIONS, INC.

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

MAY TERM, 2017

Control No.

NO. 002466

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

AND NOW, this day of , 2025, the Court finds and Orders:

This Court has before it a proposed class action settlement. Having reviewed the Class Action Settlement Agreement and Release (“Settlement Agreement”), which was filed of record as an exhibit to the Motion for Preliminary Approval (docketed on _____; Control No. _____) and is incorporated herein by reference, having read Plaintiffs’ Motion for Preliminary Approval, having been advised that Defendants join 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. Findings Regarding Proposed Settlement. The Court finds that the proposed Settlement:

- (a) resulted from arm’s-length negotiations and was concluded after eight years of litigation, multiple depositions, and review by Class Counsel of tens of thousands of documents and datapoints pertaining to the Class;
- (b) involves direct and substantial cash payments to Class Members from a common Settlement Fund of \$29,500,000.00, a release and cessation of collections for over

\$55,323,663.00 in Deficiency balances allegedly owed by Class Members to Defendants, the satisfaction of approximately 1,294 Judgments, and valuable 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;

2. Final Approval Hearing. A hearing (the “Final Approval Hearing”) will be held on _____, 2025, at _____, M. in Courtroom ____, City Hall, Philadelphia, PA, 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 Plaintiffs, Class Members, and Defendants 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 individual service awards, should be approved.

3. 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.

4. 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 B to the Settlement Agreement to the last-known address of each potential Class Member as reflected on Defendants' 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. Defendants shall furnish its final class list, including co-borrowers, to the Administrator within 14 days of the date of this Order; the Settlement Administrator shall cause Notice to be mailed within 30 days of the date of this Order.

5. Proof of Mailing. Within 60 days after the initial mailing of Class Notice, 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 Plaintiffs' motion for final approval.

6. 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 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 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 meets the requirements of Pennsylvania Rules of Civil Procedure 1714, the United States Constitution (including the Due Process Clause), and other applicable law.

7. 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 at the address 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 42 days after the date of mailing on the Class Notice. 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.

8. 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 Class Representative or Class Counsel, the award of attorney fees and expenses, and/or the individual service award to the Class Representative. 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 to the Settlement Administrator saying that they object to the settlement in *Chipego v. Five Star Bank*. 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 must be mailed no later than 42 days from the date of the mailing of the Notice as stated on the notice to the following:

Settlement Administrator
Chipego v. Five Star Bank
Class Settlement
P O Box 23648
Jacksonville, FL 32241

(b) **Other Objections.** Any Class Member who does not timely 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 in this action and provide such notice to all counsel of record. Notices of appearance must be postmarked or electronically filed no later than 42 days from the date of the mailing of the Class Notice as set forth on the Notice..

(d) **Appearance at Final Approval Hearing.** Any Class Member who files and serves a timely, written objection and complies with the requirements of this Order may also appear and be heard at the Final Approval Hearing either in person or through counsel retained at the Class Member's expense.

9. 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.

10. Use of Order. This Order shall not be construed or used as an admission, concession, or finding by or against Defendants 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.

11. Motion for Final Approval. Plaintiffs shall file their motion for final approval of class action settlement, for approval of attorney fees and expenses, and for approval of Class Representative service awards at least 14 days before the date of the Final Approval Hearing.

12. Continuance of Hearing. The Court reserves the right to continue the Final Approval Hearing without further written notice to the Class Members. However, any continuance of the Final Approval Hearing shall be reflected on the website created for this case.

BY THE COURT:

J.

Exhibit B

MATTHEW L. CHIPEGO, CHARLENE K. MOWREY, KIMBERLY CATALANO-PIKE, EXECUTRIX OF THE ESTATE OF CONSTANCE C. CHURCHILL, DECEASED, JOSEPH W. EWING, individually and on behalf of themselves and all other similarly situated

Plaintiffs

v.

FIVE STAR BANK
and
FINANCIAL INSTITUTIONS, INC.

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

MAY TERM, 2017

NO. 002466

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

You may be entitled to receive a settlement payment and other benefits in connection with a class action against Five Star Bank and Financial Institutions, Inc.

A Pennsylvania Court has authorized this notice.

This is not a solicitation from a lawyer.

You are not being sued.

- This settlement resolves a lawsuit over whether Five Star Bank and Financial Institutions, Inc. (“Defendants”) sent borrowers proper notice of their rights after vehicle repossession and sale.
- Defendants deny and dispute 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 it provides relief to the Class.
- This settlement will: (a) provide a gross fund of \$29,500,000.00 to be used for distribution to Class Members, payment of administrative costs, Class Counsel fees and expenses, and service awards to each of the Plaintiffs; (b) eliminate disputed Deficiencies of approximately \$51,600,000.00; and (c) require Defendants to request credit reporting agencies to delete your auto loan history from your credit report, if any, in accordance with the proposed Class Action Settlement Agreement.
- Your rights are affected whether you act or not. Read this notice carefully.

Your Legal Rights and Options in this Settlement:

Do Nothing

If the settlement is approved by the Court as presented, any balance remaining after the auction-sale of your repossessed vehicle (*i.e.* “Deficiency”) will be eliminated, and Defendants will request the credit

reporting agencies to delete any loan history from your credit report. You will also be paid a proportionate share of the net settlement proceeds. You can find the anticipated amount of your check and your eliminated Deficiency on this website: www.fivestarbanclassaction.com.

The payment will be sent to you by check unless you promptly contact the Settlement Administrator to request one of the other available payment methods it offers. See the enclosed election form.

- Exclude Yourself** Get no payment. This is the only option that allows you to ever be part of any separate lawsuit against Defendants concerning your financed vehicle. Act by **[42 days after date of mailing on notice]**.
- Object** Write to the Court about why you don't like the settlement and do not want it approved. Act by **[42 days after date of mailing on notice]**.
- Go to a Hearing** Ask to speak in Court about the fairness of the settlement at the hearing scheduled for **[final approval hearing date set by the Court]**.

- 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, visit the website www.fivestarbanclassaction.com.

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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 appeals (if any) are resolved, the Settlement Administrator will make the payments the settlement allows.

The Court in charge of the case is the Court of Common Pleas of Philadelphia County, Pennsylvania, and the case is known as *Matthew Chipego v. Five Star Bank*, May Term 2017, No. 02466. The persons suing are Matthew L. Chipego, Charlene K. Mowery, Kimberly Catalano-Pile, executrix for the estate of Constance C. Churchill, deceased, and Joseph W. Ewing, the Plaintiffs (also called “Class Representatives”). The companies being sued, Five Star Bank and Financial Institutions, Inc., are called the Defendants, or the “Bank.”

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

The Bank’s records reflect that you and any co-borrower on your vehicle loan were sent a notice from the Bank following the repossession and/or sale of your vehicle from May 16, 2011 through September 30, 2021. The Bank’s conduct post-repossession, specifically its use of these post-repossession notices, forms the basis for this lawsuit.

2. What is this lawsuit about?

The lawsuit claims that the Bank violated Pennsylvania law and New York law by failing to send its borrowers proper notice after repossessing their vehicles. The Bank denies that its notices violated any law, and it asserts that it satisfied all of the legal requirements as to its notices. The Bank asserts other defenses. The Bank further contends that many of the members of the Class owe the Bank money for balances still due on their accounts following the sale of their repossessed vehicle(s) at auction, called “Deficiencies.”

3. Why is this a class action?

In a class action, one or more people called Class Representatives 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. The Bank has challenged whether this case should proceed as a class action, but the Court, by Order and Opinion dated September 30, 2021, certified this matter as a class action. This is a notice that the class action suit has been resolved, subject to court approval.

4. Why is there a settlement?

The Parties agreed to settle this case to eliminate risk of an unfavorable outcome should the case have proceeded to trial and verdict. Post-trial proceedings, including an appeal of any verdict, could have caused substantial delays and created additional risks for the Parties. But,

there has been no trial. Instead, both sides agreed to a settlement. That way, they avoid 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, the Bank's records reflect that you are a member of the Classes, which includes certain persons who had their vehicle(s) repossessed by the Bank and was thereafter sent one or more specific forms of notice at some point between May 16, 2011 and September 30, 2021.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide for me?

- Cash Component:
 - The Bank has agreed to create a Settlement Fund of \$29,500,000.00. Court approved Class Counsel fees and expenses, service awards for the Class Representatives, and expenses of settlement administration will be paid from that fund. Then, the Net Fund that remains will be distributed to the members of the Class.
 - If fees and expenses are determined by the Court to be reasonable as requested, it is anticipated that your cash payment will be approximately the amount shown on the website (www.fivestarbancorp.com) associated with your claim number, unless there were multiple borrowers on your loan in which case you will receive equal portions of this amount. **This amount will be sent to you by check unless you promptly contact the Settlement Administrator to request one of the other available payment methods it offers. See the enclosed election form.**
 - If after the first distribution to the Class more than \$100,000.00 remains in the Net Fund (typically from uncashed or undistributable checks), there will be a second distribution to the Class. For any balance remaining after the second distribution 50% will be paid to the Pennsylvania Interest on Lawyers Trust Account ("IOLTA") as required by law, and the remaining 50% will be sent to the following nonprofits for use in providing legal assistance to low income consumers: (b) 25% to Philadelphia Legal Assistance; and (c) 25% to the Center for Elder Law & Justice in Buffalo, NY.
- Credit Reporting Relief: The Bank will request that the Credit Reporting Agencies update your credit report to remove any reference to the auto loan account with the Bank. Details about how and when this will be done, and limits on the Bank's obligation to provide credit reporting relief are spelled out further in the Settlement Agreement.

- Elimination of Disputed Deficiency: If you have been advised by the Bank that there is a shortfall after the auction of your repossessed vehicle, that balance claimed due is called a “Deficiency.” The Bank’s right to each Class Member’s Deficiency as an offset to the Bank’s exposure in this Class Action is disputed. The Deficiency asserted on your vehicle loan will be eliminated as a result of this settlement, and the Bank will cease collection of any remaining balance. To learn whether you have a Deficiency claimed or the amount, submit your claim number on this website www.fivestarbancorepoaction.com.

TAX IMPLICATIONS

7. Tax Implications

This settlement has potential tax implications for you. The Settlement Administrator plans to issue IRS 1099-series forms for cash payments over \$600.00. You may be required to furnish your Social Security Number to the administrator as a condition of payment of settlement proceeds over \$600.00. You should consult your tax advisor if you have any questions.

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 remaining after the auction of your repossessed vehicle will automatically be eliminated upon final approval of the settlement by the Court. If your Deficiency was sued upon resulting in a judgment, then that judgment will be marked as “satisfied” as part of this settlement.

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

The Court will hold a hearing on [**final approval hearing date set by the Court**] at [**TIME**].M. at Courtroom [], City Hall, Philadelphia, PA to decide whether to approve the settlement. After the Court rules on whether to approve the class settlement, there may be appeals. Resolving an appeal can take time, often more than a year. Please be patient.

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 the Bank related to your repossessed motor vehicle. 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 as set forth in the Settlement Agreement.

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 the Bank for a claim related to your repossessed motor vehicle, then you must take steps to get out of the Class. 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 saying that you, as well as any and all other person(s) who signed your vehicle finance agreement, want to be excluded from *Chipego v. Five Star Bank*, Court of Common Pleas, Philadelphia County, May Term 2017, No. 02466. Be sure to include your name, address, email (if available), telephone number, and your signature. Mail your exclusion request postmarked no later than **[42 days after date of mailing on notice]** to:

Settlement Administrator
Chipego v. Five Star Bank
[ADDRESS]
[ADDRESS]

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

No. You must exclude yourself from this Class to continue your own lawsuit. If you exclude yourself, you will not receive any money from this lawsuit or settlement, credit report deletion, elimination of any disputed Deficiency, or other relief that this Class Settlement provides. Unless you exclude yourself, you give up any right to sue the Bank for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has approved the following lawyers and law firms to represent you and other Class Members: Cary L. Flitter, Andrew M. Milz, and Jody Thomas López-Jacobs, along with the law firm of Flitter Milz, P.C., and Matthew Parham along with Western New York Law Center, and Carlo Sabatini along with Sabatini Law Firm LLC. 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 a firm at your own expense.

15. How will the lawyers and Class Representative be paid?

As part of the class settlement, Plaintiffs will ask the court to approve a \$40,000.00 service award to each of the four Plaintiffs (for a total of \$160,000.00) 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 up to \$11,800,000.00 for Class Counsel fees and up to \$150,000.00 for reimbursement of expenses. The fees will pay Class Counsel for investigating the facts, preparing legal filings,

litigating the case (including a mid-case appeal) negotiating the settlement, filing legal papers with the Court. It also compensates for oversight of future implementation of the settlement and resolving inquiries from Class Members. Class Counsel have not been paid for their time or services since this case was filed in May 2017. The Court could award less than this amount.

OBJECTING TO THE SETTLEMENT

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 send a letter to the Settlement Administrator stating your name, address, email address (if available), telephone number, that you object to the settlement in *Chipego v. Five Star Bank*, May Term 2017, No. 02466, and the reasons you object to the settlement. Mail the objection to the address listed in Section 12 above, postmarked no later than **[42 days after date of mailing on notice]**.

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. 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, and the amount of fees, awards, and expenses that should be approved. You may attend and you may ask to speak, but you don't have to. Attendance is not required or expected unless you have advised 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 **[final approval hearing date and time set by the Court, at least 100 days after preliminary approval]** at the Court of Common Pleas of Philadelphia County, Courtroom [___], City Hall, Philadelphia, PA. 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.

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 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. 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 gives final approval to the settlement, you will receive a settlement payment(s), elimination of your disputed Deficiency (if any), and credit reporting relief as provided in the Class Action Settlement Agreement.

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 Philadelphia County. Select case records and a copy of the full Settlement Agreement may also be viewed on the website related to this case: www.fivestarbanclassaction.com.

You may also call or write to the following:

The Settlement Administrator:

Chipecto v. Five Star Bank
c/o Settlement Administrator
[ADDRESS]
[ADDRESS]
[phone number]

Class Counsel:

FLITTER MILZ, P.C.
450 N. Narberth Avenue, Suite 101
Narberth, PA 19072
888-668-1225
consumers@consumerslaw.com

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

Exhibit C

MATTHEW L. CHIPEGO, CHARLENE K. MOWREY, KIMBERLY CATALANO-PIKE, EXECUTRIX OF THE ESTATE OF CONSTANCE C. CHURCHILL, DECEASED, JOSEPH W. EWING, individually and on behalf of themselves and all other similarly situated

Plaintiffs

v.

FIVE STAR BANK
and
FINANCIAL INSTITUTIONS, INC.
Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

MAY TERM, 2017

NO. 002466

ORDER FOR FINAL JUDGMENT AND DISMISSAL

WHEREAS, Plaintiffs Matthew L. Chipego, Charlene K. Mowery, Kimberly Catalano-Pile, executrix for the estate of Constance C. Churchill, deceased, and Joseph W. Ewing (the “Class Representatives” or “Plaintiffs”) on behalf of themselves and the Class Members, and Defendants Five Star Bank and Financial Institutions, Inc. (“Defendants” or the “Bank”), have entered into and filed with the Court a Class Action Settlement Agreement and Release (the “Settlement Agreement”);

WHEREAS, the Court on _____, 2025 entered an Order Preliminarily Approving the Settlement (“Preliminary Approval Order”);

WHEREAS, on _____, beginning at _____ o’clock __.m. in Courtroom ____, City Hall, Philadelphia, PA, the Court held a hearing to consider, among other things (i) whether the settlement reflected in the Settlement Agreement should be approved as fair, reasonable, adequate and in the best interests of the members of the Class; (ii) whether final judgment should be entered dismissing the claims of the members of the Class with prejudice and on the merits, as required by the Settlement Agreement; and (iii) whether to approve Plaintiffs’

application for an award of Class Counsel fees and expenses and Class Representative service awards 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, 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 the award of Class Representative service awards, and Plaintiffs' request for an award of Class Counsel fees and expenses;

WHEREAS, there have been _____ objections to the settlement and _____ Class Members have opted out.

THE COURT HEREBY FINDS, ORDERS AND ADJUDGES THAT:

1. **Notice to the Class:** Notice to the Class of the proposed Settlement 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. The Notice given to members of the Class by first class mail constituted due and sufficient notice of the Settlement to all persons entitled to be sent notice and fully satisfies the requirements of due process and Pa. R. Civ. P. 1712, 1714(c).

2. **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.

3. **Service Award:** Service awards of \$40,000 to each Class Representative are approved.

4. **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 \$29,500,000, complete elimination of disputed Deficiency balances by accord and satisfaction in the sum of approximately \$55,323,663, and equitable type relief including correction of consumer credit reports of Class Members creates a common fund with an approximate value in excess of \$84,800,000.

Plaintiffs' request for Class Counsel fees in the sum of \$11,800,000 constitutes approximately 13.91% of the combined cash and debt cancellation and other relief afforded by the Settlement, 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 are approved in the sum of \$_____. Counsel fees and expenses are both to be paid out of the Settlement Fund, as set forth in the Settlement Agreement.

5. **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. Plaintiffs, on their own behalf and on behalf of each Class Member, and Defendants, by operation of this release, shall be deemed to have fully, finally, and forever

released, settled, compromised, relinquished, and discharged with prejudice any and all Settled Claims, and shall be forever barred and enjoined from instituting or further prosecuting any Settled Claim in any forum, including in any state or federal court.

c. 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/or released.

6. Cy Pres: The Court approves the following allocation of residual funds pursuant to Pennsylvania Rule of Civil Procedure 1716: (a) 50% to the Pennsylvania Interest on Lawyers Trust Account (“IOLTA”); (b) 25% to Philadelphia Legal Assistance to support activities and programs which promote the delivery of civil legal assistance, including consumer credit education and counseling, to the indigent in the Commonwealth of Pennsylvania; and (c) 25% to Center for Elder Law & Justice, Buffalo, New York to support activities and programs which promote the delivery of civil legal assistance, including consumer credit education and counseling, to the indigent in the State of New York. All funds remaining after distribution(s) of the Net Fund to Class Members shall be distributed by the Settlement Administrator to these *cy pres* recipients, as called for in the Settlement Agreement.

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

BY THE COURT:

J.

Exhibit 2

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
TRIAL DIVISION-CIVIL

MATTHEW L. CHIPEGO, et al.,

Plaintiffs,

v.

FIVE STAR BANK, et al.,

Defendants.

MAY TERM, 2017

NO. 02466

CLASS ACTION

Control No. 25034205

**DECLARATION OF AMERICAN LEGAL CLAIM SERVICES, LLC
REGARDING DUE DILIGENCE IN NOTICING**

I, Jeffrey Pirrung, declare as follows:

1. I am a competent adult, over the age of eighteen, and this declaration is based on my personal knowledge.
2. I am Managing Director for American Legal Claim Services, LLC (“ALCS”). ALCS was selected to serve as the Settlement Administrator for the above captioned case. I was responsible for overseeing the dissemination of Notice of Class Action Settlement (“Notice”) to class members, opt-out processing, objection processing, and other such matters required as Settlement Administrator.
3. **Class List Receipt and Processing:** ALCS received and aggregated the data resulting in the mailing list (“Class List”) containing 6,834 records. This count includes 3 parties for whom an opt-out request was recorded during the notice of pendency process in 2022. Throughout the noticing process, ALCS utilized several means of ensuring the most accurate mailing addresses for class members. These methods included a social security search, National Change of Address through the United States Postal Service (“USPS”), and manual updates from class members.
4. **Initial Class Notice:** On August 29, 2025, ALCS mailed the Notice, substantially in the form approved by the Court, to all 6,831 class members. A copy of the Notice is attached hereto as Exhibit A.

5. **Returned Mail Handling:** ALCS processed all Notices returned by USPS. A minority of the mail included an updated address provided by the USPS (“FOE”). For these, the class member addresses were updated, and the Notice were re-mailed to the updated address provided. The remainder of the mail returned by the USPS did not contain an updated address (“UAA”). For these, ALCS conducted address searches using a nationally recognized location service to attempt to locate new addresses for these class members. Of the 6,831 Notices that were mailed, 1,027 are deemed undeliverable. Eighty-Five percent (85%) of the Notices were deemed to be delivered since they were not otherwise returned by the USPS as of the date of this declaration.
6. **Noticing Campaign Summary:** The following is a summary of the noticing, as of the date of this Declaration:
 - Notice initially mailed via USPS: 6,831
 - Total number of mailed Notice deemed undeliverable: 1,027
 - Notices deemed delivered: 5,804
 - Percentage of Notice deemed delivered: 85%
7. **Exclusions:** There was one (1) request for exclusion submitted to ALCS pursuant to this Notice mailing plus three (3) that were previously submitted, making four (4) opt-outs, in total. A list of the 4 opt-outs is attached hereto as Exhibit B.
8. **Objections:** There was one (1) objection submitted to ALCS. A copy of this objection is attached hereto as Exhibit C
9. **Settlement Website:** ALCS created a website, www.fivestarbancorpoclassaction.com, on January 4, 2022. The website has been available since that time, and was most recently updated on August 29, 2025, with copies of the long form notice, the Settlement Agreement, the preliminary approval order, key dates and deadlines, and general frequently asked questions. Additionally, class members had an opportunity to update their addresses, view their deficiency balance and estimated payment, and select an electronic payment method.
10. **Toll-Free Telephone:** ALCS established a toll-free telephone settlement line, 800-564-0758, on August 29, 2025. The message tree system enabled class members to call and receive information about the settlement.
11. **Settlement Fund:** On April 11, 2024, ALCS opened a settlement fund account (“Fund”) with PNC Bank. The defendant funded the account on August 27, 2025, in the amount of \$29,500,000. This amount is currently accumulating interest for the benefit of the Fund.

I declare under penalty of perjury pursuant to the laws of the State of Florida that the foregoing is true and correct to the best of my knowledge. Executed on October 17, 2025, in Jacksonville, Florida.



Jeffrey Pirrung

Exhibit A

Notice

CHIPEGO v FIVE STAR (864)
c/o Settlement Administrator
PO Box 23698
Jacksonville, FL 32241



NAME
ADDRESS
CITY, ST ZIP

Notice ID: XXXXXXXXX PIN: XXX XXX XXX XXX VIN: XXXXXXXXXXXXXXXXXXXX

<p>MATTHEW L. CHIPEGO, CHARLENE K. MOWREY, KIMBERLY CATALANO-PIKE, EXECUTRIX OF THE ESTATE OF CONSTANCE C. CHURCHILL, DECEASED, JOSEPH W. EWING, individually and on behalf of themselves and all other similarly situated</p> <p style="text-align: right;">Plaintiffs</p> <p style="text-align: center;">v.</p> <p>FIVE STAR BANK and FINANCIAL INSTITUTIONS, INC.</p> <p style="text-align: right;">Defendants</p>	<p>COURT OF COMMON PLEAS PHILADELPHIA COUNTY</p> <p>CIVIL ACTION</p> <p>MAY TERM, 2017</p> <p>NO. 02466</p>
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NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

You may be entitled to receive a settlement payment and other benefits in connection with a class action against Five Star Bank and Financial Institutions, Inc.

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

- This settlement resolves a lawsuit over whether Five Star Bank and Financial Institutions, Inc. (“Defendants”) sent borrowers proper notice of their rights after vehicle repossession and sale.
- Defendants deny and dispute 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 it provides relief to the Class.
- This settlement will: (a) provide a gross fund of \$29,500,000.00 to be used for distribution to Class Members, payment of administrative costs, Class Counsel fees and expenses, and service awards to each of the Plaintiffs; (b) eliminate disputed Deficiencies of approximately \$51,600,000.00; and (c) require Defendants to request credit reporting agencies to delete your auto loan history from your credit report, if any, in accordance with the proposed Class Action Settlement Agreement.
- Your rights are affected whether you act or not. Read this notice carefully.

Your Legal Rights and Options in this Settlement:

Do Nothing If the settlement is approved by the Court as presented, any balance remaining after the auction-sale of your repossessed vehicle (*i.e.* “Deficiency”) will be eliminated, and Defendants will request the credit

reporting agencies to delete any loan history from your credit report. You will also be paid a proportionate share of the net settlement proceeds. You can find the anticipated amount of your check and your eliminated Deficiency on this website: www.fivestarbancrepoaction.com.

The payment will be sent to you by check unless you promptly contact the Settlement Administrator to request one of the other available payment methods it offers. See the enclosed election form.

Exclude Yourself Get no payment. This is the only option that allows you to ever be part of any separate lawsuit against Defendants concerning your financed vehicle. Act by **Monday, October 13, 2025**.

Object Write to the Court about why you don't like the settlement and do not want it approved. Act by **Monday, October 13, 2025**.

Go to a Hearing Ask to speak in Court about the fairness of the settlement at the hearing scheduled for **Tuesday, November 4, 2025, at 9:15 a.m.**

- 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, visit the website www.fivestarbancrepoaction.com.

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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 appeals (if any) are resolved, the Settlement Administrator will make the payments the settlement allows.

The Court in charge of the case is the Court of Common Pleas of Philadelphia County, Pennsylvania, and the case is known as *Matthew Chipego v. Five Star Bank*, May Term 2017, No. 02466. The persons suing are Matthew L. Chipego, Charlene K. Mowery, Kimberly Catalano-Pike, executrix for the estate of Constance C. Churchill, deceased, and Joseph W. Ewing, the Plaintiffs (also called “Class Representatives”). The companies being sued, Five Star Bank and Financial Institutions, Inc., are called the Defendants, or the “Bank.”

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

The Bank’s records reflect that you and any co-borrower on your vehicle loan were sent a notice from the Bank following the repossession and/or sale of your vehicle from May 16, 2011 through September 30, 2021. The Bank’s conduct post-repossession, specifically its use of these post-repossession notices, forms the basis for this lawsuit.

2. What is this lawsuit about?

The lawsuit claims that the Bank violated Pennsylvania law and New York law by failing to send its borrowers proper notice after repossessing their vehicles. The Bank denies that its notices violated any law, and it asserts that it satisfied all of the legal requirements as to its notices. The Bank asserts other defenses. The Bank further contends that many of the members of the Class owe the Bank money for balances still due on their accounts following the sale of their repossessed vehicle(s) at auction, called “Deficiencies.”

3. Why is this a class action?

In a class action, one or more people called Class Representatives 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. The Bank has challenged whether this case should proceed as a class action, but the Court, by Order and Opinion dated September 30, 2021, certified this matter as a class action. This is a notice that the class action suit has been resolved, subject to court approval.

4. Why is there a settlement?

The Parties agreed to settle this case to eliminate risk of an unfavorable outcome should the case have proceeded to trial and verdict. Post-trial proceedings, including an appeal of any verdict, could have caused substantial delays and created additional risks for the Parties. But,

there has been no trial. Instead, both sides agreed to a settlement. That way, they avoid 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, the Bank's records reflect that you are a member of the Class(es), which includes certain persons who had their vehicle(s) repossessed by the Bank and was thereafter sent one or more specific forms of notice at some point between May 16, 2011 and September 30, 2021.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide for me?

- Cash Component:
 - The Bank has agreed to create a Settlement Fund of \$29,500,000.00. Court approved Class Counsel fees and expenses, service awards for the Class Representatives, and expenses of settlement administration will be paid from that fund. Then, the Net Fund that remains will be distributed to the members of the Class.
 - If fees and expenses are determined by the Court to be reasonable as requested, it is anticipated that your cash payment will be approximately the amount shown on the website (www.fivestarbancorepoaction.com) associated with your claim number, unless there were multiple borrowers on your loan in which case you will receive equal portions of this amount. **This amount will be sent to you by check unless you promptly contact the Settlement Administrator to request one of the other available payment methods it offers. Visit the website to select other options.**
 - If after the first distribution to the Class more than \$100,000.00 remains in the Net Fund (typically from uncashed or undistributable checks), there will be a second distribution to the Class. For any balance remaining after the second distribution 50% will be paid to the Pennsylvania Interest on Lawyers Trust Account ("IOLTA") as required by law, and the remaining 50% will be sent to the following nonprofits for use in providing legal assistance to low income consumers: (b) 25% to Philadelphia Legal Assistance; and (c) 25% to the Center for Elder Law & Justice in Buffalo, NY.
- Credit Reporting Relief: The Bank will request that the Credit Reporting Agencies update your credit report to remove any reference to the auto loan account with the Bank. Details about

how and when this will be done, and limits on the Bank's obligation to provide credit reporting relief are spelled out further in the Settlement Agreement.

- Elimination of Disputed Deficiency: If you have been advised by the Bank that there is a shortfall after the auction of your repossessed vehicle, that balance claimed due is called a "Deficiency." The Bank's right to each Class Member's Deficiency as an offset to the Bank's exposure in this Class Action is disputed. The Deficiency asserted on your vehicle loan will be eliminated as a result of this settlement, and the Bank will cease collection of any remaining balance. To learn whether you have a Deficiency claimed or the amount, submit your NoticeID and PIN on this website www.fivestarbancrepoaction.com.

TAX IMPLICATIONS

7. Tax Implications

This settlement has potential tax implications for you. The Settlement Administrator plans to issue IRS 1099-series forms for cash payments over \$600.00. You may be required to furnish your Social Security Number to the administrator as a condition of payment of settlement proceeds over \$600.00. You should consult your tax advisor if you have any questions.

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 remaining after the auction of your repossessed vehicle will automatically be eliminated upon final approval of the settlement by the Court. If your Deficiency was sued upon resulting in a judgment, then that judgment will be marked as "satisfied" as part of this settlement.

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

The Court will hold a hearing on Tuesday, November 4, 2025 at 9:15 A.M. via Zoom to decide whether to approve the settlement. After the Court rules on whether to approve the class settlement, there may be appeals. Resolving an appeal can take time, often more than a year. Please be patient.

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 the Bank related to your repossessed motor vehicle. 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 as set forth in the Settlement Agreement.

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 the Bank for a claim related to your repossessed motor vehicle, then you must take steps to get out of the Class. 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 saying that you, as well as any and all other person(s) who signed your vehicle finance agreement, want to be excluded from *Chipego v. Five Star Bank*, Court of Common Pleas, Philadelphia County, May Term 2017, No. 02466. Be sure to include your name, address, email (if available), telephone number, and your signature. Mail your exclusion request postmarked no later than Monday, October 13, 2025 to:

Settlement Administrator
Chipego v. Five Star Bank
P.O. Box 23698
Jacksonville, FL 32241

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

No. You must exclude yourself from this Class to continue your own lawsuit. If you exclude yourself, you will not receive any money from this lawsuit or settlement, credit report deletion, elimination of any disputed Deficiency, or other relief that this Class Settlement provides. Unless you exclude yourself, you give up any right to sue the Bank for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has approved the following lawyers and law firms to represent you and other Class Members: Cary L. Flitter, Andrew M. Milz, and Jody Thomas López-Jacobs, along with the law firm of Flitter Milz, P.C., and Matthew Parham along with Western New York Law Center, and Carlo Sabatini along with Sabatini Law Firm LLC. 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 a firm at your own expense.

15. How will the lawyers and Class Representative be paid?

As part of the class settlement, Plaintiffs will ask the court to approve a \$40,000.00 service award to each of the four Plaintiffs (for a total of \$160,000.00) 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 up to \$11,800,000.00 for Class Counsel fees and up to \$150,000.00 for reimbursement of expenses. The fees will pay Class Counsel for investigating the facts, preparing legal filings, litigating the case (including a mid-case appeal) negotiating the settlement, and filing legal papers with the Court. It also compensates for oversight of future implementation of the settlement and resolving inquiries from Class Members. Class Counsel have not been paid for their time or services since this case was filed in May 2017. The Court could award less than this amount.

OBJECTING TO THE SETTLEMENT

16. 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 send a letter to the Settlement Administrator stating your name, address, email address (if available), telephone number, that you object to the settlement in *Chipego v. Five Star Bank*, May Term 2017, No. 02466, and the reasons you object to the settlement. Mail the objection to the address listed in Section 12 above, postmarked no later than October 13, 2025.

17. 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. 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, and the amount of fees, awards, and expenses that should be approved. You may attend and you may ask to speak, but you don't have to. Attendance is not required or expected unless you have advised that you intend to appear or have your lawyer appear.

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

The Court will hold a Fairness Hearing on Tuesday, November 4, 2025 at 9:15 A.M. via Zoom. 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.

19. 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 your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, if you wish.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. You cannot speak at the hearing if you exclude yourself from the settlement.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do not exclude yourself and the Court gives final approval to the settlement, you will receive a settlement payment(s), elimination of your disputed Deficiency (if any), and credit reporting relief as provided in the Class Action Settlement Agreement.

GETTING MORE INFORMATION

22. 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 Philadelphia County. Select case records and a copy of the full Settlement Agreement may also be viewed on the website related to this case: www.fivestarbancrepoaction.com.

You may also call or write to the following:

The Settlement Administrator:

**Chipecto v. Five Star Bank
c/o Settlement Administrator
P.O. Box 23698
Jacksonville, FL 32241
800-564-0758
info@fivestarbancrepoaction.com**

Class Counsel:

**FLITTER MILZ, P.C.
450 N. Narberth Avenue, Suite 101
Narberth, PA 19072
888-668-1225
consumers@consumerslaw.com**

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

Exhibit B

Opt-Outs

Michael Nowicki, Buffalo, NY
Vernon Walker, Blossvale, NY
James Groff, West Monroe, NY
Timothy Baird, Gloversville, NY

Exhibit C
Objection

Settlement Administrator
Chipego v. Five Star Bank
P.O. Box 23698
Jacksonville, FL 32241

Sent via email at: info@fivestarbanclassaction.com and certified US Postal Mail

Re: Objection to Proposed Settlement -- Matthew L. Chipego et al. v. Five Star Bank et al., May Term 2017, No. 02466 (Philadelphia Court of Common Pleas)

Dear Settlement Administrator,

I am a member of the settlement class in the above-referenced matter. Pursuant to the instructions provided in the *Notice of Proposed Class Action Settlement*, I respectfully submit this written objection to the proposed settlement. While I acknowledge inclusion in the settlement class, I do not agree with the proposed award amount, which does not adequately compensate me for the actual expenses/documentated losses, damages and serious harm I incurred as a direct result of Five Star Bank's actions of repossession and sale of my vehicle.

I. Factual Basis for Objection

Five Star Bank repossessed and sold my vehicle. As a result, I experienced:

- Permanent loss of transportation, affecting my employment and personal stability.
- Severe financial hardship, including expenses to secure alternative transportation and associated costs totaling more than the proposed settlement amount.
- Credit damage, with negative tradelines that limited access to future credit; and
- Emotional distress, stemming from the upheaval caused by the repossession.



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American Legal

II. Legal Grounds for Objection

1. Failure to meet Rule 23 standards, by its:

A. Treatment of Class Members

The proposed settlement fails to distinguish between members who suffered minimal inconvenience and those, like myself, with severe tangible losses.

B. Inadequacy of Relief to Class Members

The proposed settlement provides uniform, minimal relief without addressing the disparate and significant damages experienced by class members whose vehicles were repossessed and sold.

- *General Motors Pick-Up Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 808 (3d Cir. 1995)

(invalid settlement where class members with disparate harms were treated equally).

- *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 627 (1997)

(courts must consider whether settlement protects those with the greatest need for compensation).

C. Inadequacy of Class Relief vs. Attorney Fees

With up to \$11.8 million (40%) of the \$29.5 million fund allocated to attorneys' fees, the relief to affected class members—especially those who lost vehicles—will be disproportionately low.

- *Baby Products Antitrust Litig.*, 708 F.3d 163, 174 (3d Cir. 2013)

(ensure class recovery is meaningful).

(warning courts not to approve settlements where “the amount actually distributed to the class is too low in relation to the settlement fund”).

- *Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011).

(fee/class-benefit imbalance as red flag).

2. Repossession Law Violations (UCC Article 9)

My experience also implicates UCC Article 9 duties for commercially reasonable disposition and notice.

Under UCC Article 9 (9-610 and 9-611), a creditor must conduct a repossession sale in a “commercially reasonable” manner and provide adequate notice to the borrower. Any failure to comply may bar or reduce a deficiency and entitle the debtor to damages.

The settlement does not account for these statutory protections or the damages they are meant to remedy.

3. Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681

FCRA/FDCPA concerns are not fully addressed by the settlement’s structure. Inaccurate reporting of repossession or deficiencies can cause lasting harm.

The settlement’s deletion of tradelines, while helpful, does not address prior credit denials or financial losses I experienced.

- a. Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. §1692: If collection efforts post-repossession included misrepresentations or improper communications, these create additional statutory harms not remedied by the current settlement.

III. Relief Requested

I respectfully request that the Court take this objection and consider:

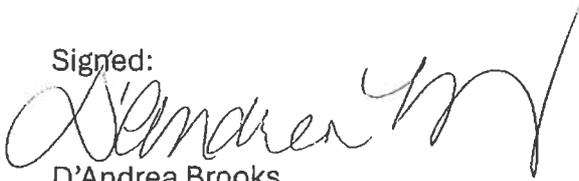
- Denial of final approval of the settlement in its current form; or
- Require modification to establish tiered or supplemental compensation for class members whose vehicles were repossessed and sold, consistent with UCC Article 9 and federal consumer-protection statutes.

IV. Conclusion

The proposed settlement, while providing some benefit, is not “fair, reasonable, and adequate” under Rule 23(e) because it ignores statutory rights under the UCC, FCRA, and FDCPA and treats severe losses the same as minimal harms. The settlement amount offered to class members does not reflect the scope of harm experienced by individual consumers, particularly those who suffered tangible loss beyond inconvenience or monitoring costs. I therefore object and request the Court to deny approval or require modification to ensure my interests as a class member are fully considered.

I am prepared to provide supporting documentation of my losses upon request by the Court or Settlement Administrator.

Signed:



D'Andrea Brooks
16 Emmet Street
Albany, NY 12204

Notice ID: 32510140

PIN: 285 118 221

VIN: 1C4PJMAK1CW153538

Dated: 01/10/2025

Exhibit 3

MATTHEW L. CHIPEGO, CHARLENE K. MOWREY, KIMBERLY CATALANO-PIKE, EXECUTRIX OF THE ESTATE OF CONSTANCE C. CHURCHILL, DECEASED, JORDAN EWING, ADMINISTRATOR OF THE ESTATE OF JOSEPH W. EWING, DECEASED, individually and on behalf of themselves and all other similarly situated

Plaintiffs

v.

FIVE STAR BANK and
FINANCIAL INSTITUTIONS, INC.

Defendants.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

MAY TERM, 2017

NO. 002466

Final Approval Hearing: Nov. 4, 2025

CERTIFICATION OF CARY L. FLITTER

I, CARY L. FLITTER, an attorney licensed to practice in this Court, certify the following to be true and correct:

1. I am an adult individual and a member of the bars of the Commonwealth of Pennsylvania and State of New Jersey in good standing. My firm is counsel for Plaintiffs and the Settlement Class in the above-captioned action. This Certification is submitted in support of Plaintiffs' Motion for Final Approval of Class Action Settlement.

Qualifications of Counsel

2. I am a principal with the law firm of Flitter Milz, P.C. My practice entails a variety of consumer credit and consumer rights matters, both individual and consumer class action.

Bar Admissions

3. I have been admitted to the bar for 44 years (1981). I am admitted to practice and in good standing before the United States Supreme Court (1999), the United States Court of Appeals for the Third Circuit (1983), the Fourth Circuit (1990), and the Eighth Circuit (2001); the United States District Court for the District of New Jersey (1981), the Eastern District of Pennsylvania (1981), Middle District of Pennsylvania (1995), Western District of Pennsylvania

(2016); the Supreme Court of New Jersey (1981), the Supreme Court of Pennsylvania (1981), and the Supreme Court (App. Div. 3d Dept.) of New York (2017).

Teaching Appointments and Academic Guest Lectures

4. a) Temple University, James E. Beasley School of Law -- Adjunct Faculty, Consumer Law and Litigation, 2009 to 2015;

b) Widener University Delaware Law School -- Adjunct Faculty, Consumer Law and Litigation, 1999 to present;

c) Philadelphia University (now Jefferson University) -- Adjunct Faculty, Commercial Law (1991 to 1998).

5. I have delivered guest lectures at these academic venues (partial list):

a) Harvard Law School, Cambridge, MA, *Consumer Litigation Strategies and the Law of Statutory Attorneys Fees*, March 2007;

b) University of Pennsylvania Law School, Philadelphia, PA, Co-Presenter, *Advocacy for Justice in Consumer Matters*, March 2011;

c) University of Houston Law Center, Houston, TX, (Symposium for Consumer Law Professors) *Teaching Consumer Law*, May 2008; *View from the Trenches*, Santa Fe, NM, May 2012, May 2014, May 2016; May 2018; May 2022; and May 2024

d) University of Salvador, School of Law, Buenos Aires, Argentina, *Comparative U.S. Consumer Protection Laws*, August 2008;

e) University of Utah, SJ Quinney College of Law, *The Law of Deception Under the Fair Debt Collection Practices Act*, March 2009;

- f) Gonzaga University School of Law, Spokane, WA, *Consumer Class Action Fundamentals*, October, 2010; *Consumer Law Strategies and Developments*, February 2010 and March 2011;
- g) University of Maryland, F.K. Carey School of Law, Baltimore, MD, Presenter *Consumer Law Triage*, October 2011; *Debt Buyer Suits*, March 2013.

6. *Pennsylvania Conference of State Trial Judges*, Annual Judge Training, Hershey, PA, July 2023. Invited by PCSTJ to co-present, with Judge Alan Hertzberg, to all Court of Common Pleas Judges on Unfair Trade Practices and Consumer Protection Law decisions and developments; Pa. *Judicial Training*, Harrisburg, PA, 2018-2019, Invited by the Supreme Court of Pennsylvania to present to Pennsylvania's 640 Magisterial District Justices on debtor-creditor developments (including auto repossession) over 13 sessions.

Education

7. 1976 - Philadelphia University (now Jefferson University) - Bachelor of Science in Business, concentration in finance. President, Alumni Board 1990–92. Member, College Board of Trustees, 1990–92. Recipient, Hughes Award for the Advancement of Scholarship, 1997.

1981 - Delaware Law School, Widener University - Juris Doctor; American Jurisprudence Award for Scholarship in Corporations and Partnerships; 1998 Outstanding Service Award for dedication and service to the legal community. Honored as Alumnus of the Year, 2011.

2022 – The Wharton School, University of Pennsylvania Aresty Institute of Executive Education (on-line) *Fintech Revolution: Transformative Financial Services and Strategies*.

Trial Advocacy:

1986 - National Institute for Trial Advocacy - Trial Skills and Methods - University of Pennsylvania;

1990 – National Institute for Trial Advocacy - Federal and State Court Motion Practice - University of Denver.

2009 – Spence Trial Lawyers College, Dubois, Wyoming.

Legislative/Administrative Proceedings

8. -Federal Trade Commission, Division of Financial Practices: Panelist, *Workshop on Debt Collection -- The Role of Creditors*. Washington DC, October 2007 (Testimony cited in FTC Final Report found at <http://www.ftc.gov/bcp/workshops/debtcollection/dcwr.pdf>).

-Federal Trade Commission, Division of Financial Practices: Panelist, *Workshop on Debt Collection: Protecting Consumers*. Washington DC, December 2009.

-Federal Trade Commission, Division of Financial Practices: Panelist, *Workshop-Debt Collection 2.0 Telephone Technologies: Dialing, Talking and Texting in an Age of Enhanced Mobility*, Washington DC, April 2011.

Bar Lectures/CLE Presentations (Past 10 Years)

2025

9. Course Planner and Co-Presenter, *Meet the New E.D. Pa. District Judges*, with Judges Henry, Costello and Weilheimer, Montgomery Bar Association, March 2025; Course Planner and Co-Presenter *Fair Credit Reporting for the Legal Services Attorney*, Legal Aid of Southeastern Pennsylvania (LASP) by Zoom, March 2025; Course Planner and Co-Presenter, *Auto Repossessions and Deficiency Claims*, Pa. Legal Aid Network, March 2025.

2024

Course Planner and Co-Presenter, *Expand your Practice with Consumer Law*, Montgomery Bar Association, April 2024; Course Planner and Co-Presenter, *Meet the New 3d Circuit Judges*, with Judges Freeman, Chung and Montgomery-Reeves, Montgomery Bar Association, February 2024.

2023

Co-Presenter, *Meet the New E.D. Pa. District Judges*, Montgomery Bar Association, March 2023; Co-Presenter, *Meet the New E.D. Pa. Magistrate Judges*, Montgomery Bar Association, April 2023; Co-presenter, *The Law of Statutory Attorneys Fees*, National Consumer Law Center Consumer Rights Conference, Chicago, IL October 2023.

2022

Presenter, *Updates on Developments Under the Pa. Unfair Trade Practices and Consumer Protection Law*, Legal Aid of Southeastern Pennsylvania, March 2022; Presenter, *Consumer Cases in a Post-Ramirez World*, Teaching Consumer Law, University of Houston Center for Consumer Law, Santa Fe, NM, May 2022; Presenter, *Developments in Consumer Leasing*, National Consumer Law Center Consumer Rights Conference, Seattle, WA, November 2022.

2021

Co-Presenter, *Federal Appellate Review*, with Judges Fisher and Rendell, PBA Federal Practice Institute, Villanova Law School, October 2021; Course Co-Planner, *Dispositive Motions in the Current Climate*, National Association of Consumer Advocates Fair Credit Reporting Act Seminar, April 2021; Course Planner and Co-Presenter, *An Hour with the New Third Circuit Judges*, with Judges Phipps, Porter and Matey, Montgomery Bar Association, April 2021; Course Presenter, *Fair Debt Collection Practices Act and Law of Repossession*, Legal Aid of Southeastern

Pennsylvania, March 2021; Presenter, *Credit Reporting*, Legal Aid of Southeastern Pennsylvania, March 2021.

2020

Course Co-Planner, *Eastern District of Pa. Civil Practice Update*, with Chief Judge Sánchez, District Judges Kearney, McHugh and Diamond, presented by Montgomery Bar Assn., August 2020; Co-Presenter, *Successful Consumer Law Practice During Covid-19*, National Association of Consumer Advocates Webinar, May 2020; Co-Presenter, *You Should Teach Consumer Law*, National Association of Consumer Advocates Webinar, May 2020.

2019

Co-Presenter, *Debt Collectors' Defensive Strategies Part 2*, and *FDCPA Developments*, National Consumer Law Center, Fair Debt Collection Practices Act Conference, Las Vegas, NV, March 2019.

2018

Presenter, *Pa. Judicial College*, Harrisburg, PA, 2018-2019, Invited to present debtor creditor developments (including auto repossession) to Pennsylvania's 640 Magisterial District Judges; Co-Presenter, with Hon. Stephanos Bibas & Hon. L. Felipe Restrepo, *Third Circuit Practice Tips and Traps*, Montgomery Bar Assn., October 2018; Course Planner and Co-Presenter, *Fair Debt Collection Practices Act Developments*, Montgomery Bar Assn., Norristown, PA, June 2018; Planner and Presenter, *Consumer Law Developments Under the FDCPA and Pa. Unfair Trade Practices and Consumer Protection Law*, Mid-Penn Legal Services, Harrisburg, PA, June 2018; Co-Presenter: *Consumer Law from the Trenches*, Bi-Annual Symposium Teaching Consumer Law, Sponsored by University of Houston Center for Consumer Law, Santa Fe, NM, May 2018.

2017

Co-Presenter, *Successfully Litigating Auto Cases Under the Consumer Leasing Act*, National Consumer Law Center Annual Litigation Conf., Washington, DC, November, 2017; Presenter: *Overview of State and Federal Restraints on Debt Collection*, Part of *Representing the Pro Bono Client: Consumer Law Basics 2017*, Practising Law Institute, San Francisco, CA, June 2017.

2016

Co-Presenter, *Consumer Law Practice Tips*, National Consumer Law Center Annual Litigation Conference, Anaheim, CA, October 2016; Planner and co-presenter, *Appellate Advocacy in the 3d Circuit*, with Hon. Cheryl Krause and Hon. Marcia Waldron, Montgomery Bar Assoc., March 2016; Co-Presenter, *Doing Well While Doing Good: A Practice Makeover*, National Consumer Law Center, Fair Debt Collection Practices Act Conference, Miami, FL, March 2016.

2015

Co-Presenter, *Police Liability and Breach of the Peace in Vehicle Repossessions*, National Consumer Law Center Annual Litigation Conference, San Antonio, TX, November, 2015; Co-Presenter, *Fair Debt Developments in the Federal Courts of Appeal*, National Consumer Law Center Annual Fair Debt Conference, Washington, DC, March 2015.

2014

Presenter, *Fair Credit Reporting and Fair Debt Collection Update*, Bucks County Bar Association, Dec. 2014; Presenter, *Consumer Protection Litigation for the Bankruptcy Petitioner*, PBI 19th Annual Bankruptcy Institute, Philadelphia, PA, October, 2014; Course Planner and Presenter, *Consumer Law for the Pro Bono Practitioner*, Berks County Bar Association, Reading, PA, October, 2014; Course Planner and Presenter, *Credit Reporting, Fair Debt Collection and*

Repossession – Identifying Consumer Law Claims, Lycoming Law Association, Williamsport, PA, September 2014; Course Planner and Presenter, *Consumer Law for the Bankruptcy Practitioner*, Reading, PA, September, 2014; Course Planner and Presenter, *Consumer Law Claims in Bankruptcy*, Eastern District Bankruptcy Conference CLE, Philadelphia, PA, June 2014; Presenter, *Consumer Law for the Legal Aid Lawyer*, Portland, ME, February 2014.

Publications

10. Contributing author, *Pennsylvania Consumer Law* by Carolyn Carter, Bisel Publishing Co., 2003, Supp. 2024. This is the leading legal treatise in Pennsylvania on consumer law issues. I contribute to the chapters and updates on vehicle repossession and statutory attorneys fees.

11. Contributor, *Consumer Class Actions*, 5th Ed., National Consumer Law Center, Boston, MA.

12. Editorial Advisor and Contributor, *Consumer Financial Services Law Report*, West Publishing, 2007 to 2015.

Quoted/Featured/Contributed

13. Philadelphia Inquirer – *Banning Cashless Stores: A Little Legal Research May Have Saved Philly’s City Council a Lot of Trouble*. February 16, 2019; Philadelphia Inquirer – *A Victory in the Fight Against Robocalls*, October 20, 2013; Fox Business.com – *Damaged Credit: Can you Sue?*, April 5, 2013; Fox Business.com – *Has Your Credit Report Been Viewed Illegally?*, March 8, 2013; Allentown Morning Call – *Court Tosses Debt Collector’s Suit*, February 21, 2011; NBC10 TV News - *Fight Back Against Abusive Debt Collectors*, Tracey Davidson segment, March 31, 2009; Fox29 TV News - *Local Pay Day Lender Dumping Financial Documents*, January 2009; New York Times - *Citing 15 Year Delay, Suit Seeks Action on Rebuilt Wrecks* - Feb. 10, 2008

(automobiles); Fox29 TV News - 2007; Time Magazine – *Sue Up or Shut Up!* – October 19, 2006 - www.time.com/time/nation/printout/0,8816,1548158,00.html; Consumer Financial Services Law Report – *A Dunning Letter that Could Propose Legal Action may Violate FDCPA* – October 18, 2006; ABA Journal EReport – *Coulda Woulda Shouldn'ta Debt Collectors Who Warn They Could (But Don't) Sue May Run Afoul of Debt Act* – October 18, 2006 - www.abanet.org/journal/ereport/oc13debt.html; Fox 29 TV News Consumer Alert: *Local Car Dealership Customers Victimized by ID Theft* – August 2006; Consumer Financial Services Law Report, *Do the Math: FDCPA Class Action Award Depends on Statutory Language* – August 2006; NBC10 TV News Consumer Alert - *Legal Redress for Fraudulent Sales* – April 11, 2006.

Bar Association Appointments/Honors

14. 2021-2023, Director of Montgomery Bar Foundation.
15. 2000-2010, 2012, 2015-2025, Chair or Co-Chair of the Federal Courts Committee of the Montgomery Bar Association. In that capacity, I assist in liaison projects between the County Bar and the Eastern District of Pennsylvania bench and Third Circuit bench, and events and visits by our judges and planning and presentation of CLE program(s) on federal practice developments. Organizer, Western District of Pennsylvania swearing-in, Norristown, PA with Hon. Mark A. Kearney, 2017; Western, Middle and Eastern District of Pennsylvania (first-ever) Joint Admission Ceremony, Allentown, PA with Judges Kearney, Leeson and Mannion, 2019. We were honored with Committee of the Year Award (2000) by the president of the Montgomery Bar Association. From 2006 to 2009, I served as a director of the Montgomery Bar Association.
16. Appointed to the Local Rules Advisory Committee, charged with reviewing and recommending to the bench proposed Amendments to the Eastern District of Pennsylvania local civil rules. 2022-23.

17. I was appointed by (then) Chief Judge Tucker to the E.D. Pa. Magistrate Judge Retention Panel, 2016; I was appointed by (then) Chief Judge Bartle to the E.D. Pa. Magistrate Judge Selection Panel, 2006; I was appointed by (then) Chief Judge Giles to the E.D. Pa. Magistrate Judge Retention Panel, 2003-04.

18. In 2010, I was appointed to the Pennsylvania Bar Association's standing Uniform Commercial Code Task Force, charged with consideration and drafting of proposed amendments to Article 9.

19. I was honored to receive the Jeffrey A. Ernico Award for Support of Legal Services to the Public from the President of the Pennsylvania Bar Association in October of 2006.

20. I was honored to receive the Pennsylvania Bar Association Attorney *Pro Bono* Award from the President-Elect of the Pennsylvania Bar Association in November 2011 for services to legal aid organizations throughout Pennsylvania.

21. I was honored to receive the Widener University - Delaware Law School Alumnus of the Year Award for 2011.

22. I was honored to receive the 2013 Pa. Legal Aid Network PLAN Excellence Award for service to legal aid organizations throughout Pennsylvania.

23. I was honored to receive in 2013 the Montgomery Bar Association's Henry Stuckert Miller Public Service Award for leadership and service to the community.

24. I was honored to receive in 2014 the Consumer Lawyer of the Year Award from National Association of Consumer Advocates.

25. I was honored to receive in 2017 the Montgomery Bar Association President's Award for continued support for Legal Aid and Access to Justice.

26. I was honored to have Flitter Milz, P.C. receive in 2022 the Community Legal Services of Philadelphia Equal Justice Award for our work with CLS on behalf of low-income consumers.

27. I was honored to receive in 2024 the Hon. Milton O. Moss Public Service Award for service in support of the justice system.

Recent Representative Cases

28. There are well over 100 reported federal and state decisions in which I was lead or co-lead counsel, available on Westlaw and Lexis. Significant recent cases include:

Five Star Bank v. Chipecto, 312 A.3d 910, 920 (Pa. Super. Ct. 2024) (consumer borrowers have standing to sue for statutory damages under the UCC even absent proof of actual damages).

Ingram v. Experian Info. Solutions, Inc., 83 F.4th 231 (3d Cir. 2023) (FCRA case holding a credit furnisher who receives a consumer dispute from a consumer reporting agency may not require the consumer to provide evidence before conducting an investigation).

Cubler v. TruMark Financial Credit Union, 83 A.3d 235, 242 (Pa. Super. Ct. 2013) (establishing a six-year statute of limitations for UCC Article 9 claims).

Norman v. Trans Union, LLC, 479 F. Supp. 3d 98 (E.D. Pa. 2020), *pet. for permission to appeal denied*, No. 20-8033, 2020 WL 6393900 (3d Cir. Sept. 15, 2020) (certifying class of over 200,000 consumers challenging failure to investigate disputes under Fair Credit Reporting Act, decertification denied, 2023 WL 2903976 (E.D. Pa. Apr. 11, 2023)).

Schultz v. Midland Credit Mgmt., Inc., No. 16-4415, 2020 WL 3026531 (D.N.J. June 5, 2020) (certifying class on contest under Fair Debt Collection Practices Act) on remand from Court of Appeals, 905 F.3d 159 (3d Cir. 2018) (case later dismissed and refiled for standing).

Mccalvin, et al. v. Condor Holdco Securitization Trust, etal, U.S.D.C. E.D. Pa. No. 17-1350 (Final judgment and order of dismissal dated Nov. 6, 2018) (class settlement challenging repossession practices).

Homer v. Law Offices of Frederic I. Weinberg & Assocs., P.C., No. 17-880, 2018 WL 2239556, at *2 n.14 (E.D. Pa. May 16, 2018) (FDCPA case, approving counsel fees and finding Flitter to be an “experienced consumer litigation attorney”).

Daniels v. Hollister Co., N.J. Super. Ct. Ocean Co. No. OCN-L-2310-12 (certification order dated Feb. 6, 2014), *aff’d* 440 N.J. Super. 359 (App. Div. 2015) (class action for redress for voided gift cards certified on contest; affirmed on interlocutory appeal, finding no “ascertainability” requirement in R. 4:32-1).

Douglass v. Convergent Outsourcing, 765 F.3d 299 (3d Cir. 2014) (First impression, holding that a collector’s disclosure of consumer’s account number on an envelope violates FDCPA’s privacy protections).

Gager v. Dell Fin. Serv., 727 F.3d 265 (3d Cir. 2013) (First impression holding that consumers have the right to halt creditor calls and texts to their mobile device under Telephone Consumer Protection Act).

Jackson v. Midland Funding, LLC, 468 Fed. Appx. 123 (3d Cir. 2012) (New Jersey’s entire controversy doctrine does not preclude FDCPA suit against a debt collector after conclusion of Special Civil Part collection action).

Cappuccio v. Prime Capital Funding, LLC, 649 F.3d 180 (3d Cir. 2011) (predatory mortgage fraud case under Truth-in-Lending Act and, at trial level, under Equal Credit Opportunity Act; holding in first impression that borrower’s testimony alone sufficient to rebut presumption of delivery of material disclosures).

Rosenau v. Unifund, 539 F.3d 218 (3d Cir. 2008) (FDCPA case, successful challenge to phony “Legal Dept.”); settlement class approved on remand at 646 F. Supp. 2d 743 (E.D. Pa. 2009).

Brown v. Card Service Center, 464 F.3d 450 (3d Cir. 2006) (First Impression, Court adopts FTC standard for deception, finds false suggestion of possible suit as deceptive under Fair Debt Collection Practices Act).

McGee v. Continental Tire, No. 06-6234, 2007 WL 2462624 (D.N.J. Aug. 27, 2007) (Federal Jurisdiction over Magnuson-Moss Warranty Claims) *final class approval at 2009 WL 539893* (D.N.J., March 4, 2009) (\$8M class settlement to purchasers of defective tires).

Watson v. NCO Group, 462 F.Supp.2d 641 (E.D. Pa. 2006) (In case of first impression, holding Robot Collection Calls to non-debtor consumer prohibited by Telephone Consumer Protection Act, not Exempted by FCC Regulation).

Ciccarone v B.J. Marchese, Inc., No. 03-1660, 2004 WL 2966932 (E.D. Pa. Dec. 22, 2004) (final approval to \$2.45M settlement in Identity Theft class action under Fair Credit Reporting Act).

McCall v. Drive Fin. Servcs., 2009 WL 8712847 (Phila. C.C.P. Apr. 10, 2009) (certification on contest of statewide Pennsylvania class for improper vehicle repossession practices).

Hartt v. Flagship Credit Corp., No. 10-822, 2010 WL 2736959 (E.D. Pa. July 8, 2010) (retaining UCC repossession class case of Texas consumers against Pennsylvania lending institution; later approving classwide settlement of \$2.5 million in cash, \$11.28 million in debt forgiveness plus equitable relief).

Market Rate.

29. The hourly rates for the staff at my firm are as follows:

Cary L. Flitter	Attorney	\$940
Andrew M. Milz	Attorney	\$635
Jody Thomas López-Jacobs	Attorney	\$430
Edward M. Flitter	Attorney	\$320
Joan Raughley	Paralegal	\$255
Valerie Bolton	Paralegal	\$255
Law Clerk	Law Clerk	\$210

The above rates are fair and reasonable market rates for an attorney and legal professionals with similar credentials and experience in the area. They are either in the range of or somewhat higher than the range of rates used by Community Legal Services of Philadelphia for attorneys of our experience. See <https://clsphila.org/about-community-legal-services/attorney-fees/> (last visited Oct. 28, 2025). I believe our firm’s somewhat higher rates are justified by the degree of specialization in this narrow area of consumer protection / secured transactions law, by our scholarship and academic appointment in the area, and by my additional years of experience at the bar. Consistent with billing practices in the industry and in the region, I increase my rate and the rates of the other Flitter Milz staff every January to account for cost-of-living adjustments and their special experience and skills.

Litigation of the Instant Case

30. The series of motions and outcomes set forth at VI.C.iii. of the Plaintiffs’ Brief in Support of Final Approval is true and correct summary of various motions and legal positions staked out in this litigation. I also attest to all facts represented in Section IV.A of Plaintiffs’ Brief in Support of Final Approval.

31. As noted in the brief, there were three separate mediations in this matter in an effort to resolve this matter on a classwide basis: 2021, 2022, and February, 2025. The first two

mediations did not produce acceptable offers of monies to resolve the matter with other relief. The third mediation, in February 2025, did produce an acceptable settlement framework: \$29.5M in cash, \$55 million in auto deficiency loan balances claimed to be forgiven; credit report correction, as needed; satisfaction of judgments. In my view, and that of my able class co-counsel, this represents an excellent result. The settlement fund represents nearly 60% of Plaintiffs' best-case award if the matter were to try, but avoids trial risk and delay. Moreover, the settlement avoids ongoing litigation and risk of unfavorable outcomes on points and Bank defenses including: personal jurisdiction, statute of limitations for the NY branch; propriety of certification of the NY branch of this action; liability over compliance with UCC Article 9 for the challenged notices; recoupments/setoffs for Bank deficiency balances.

32. Our firm, Flitter Milz P.C. was lead class counsel. We have been lead counsel in dozens of consumer class actions, including some two-dozen repossession-notice class actions arising under Article 9 of the UCC. I was personally responsible, along with the valuable work of Mr. López-Jacobs and Mr. Milz for most of the motion practice and appellate briefing in the matter. I took or defended most of the (more than) dozen depositions in the case. I was lead counsel on the motion for class certification and the Superior Court appeal. Mr. López-Jacobs and Mr. Milz rendered invaluable work on the matter including copious discovery, handling of the thousands of pages of documents produced and spreadsheet work. Our co-counsel was the Sabatini Law Firm of Dunmore PA. Mr. Sabatini rendered valuable assistance with review of documents, review and editing important motions, helping to prepare clients for deposition, presence at the mediation sessions, and other valuable co-counsel work. Our second co-counsel was Western NY Legal Services and Matthew Parham, Esquire of that program. WNYLC and Mr. Parham assisted with many of the New York aspects of the case including any nuanced issues of New York law or

procedure that arose; assistance with briefing some of the key motions particularly on New York statute of limitations and New York law of setoff and recoupment. Mr. Parham as well as Mr. Sabatini (and others) met several times up at Five Star Bank in Rochester New York to review thousands of pages of loan files that had been made available to us as part of the ongoing discovery in the case.

33. Each of the class representatives had an active role over the years of this litigation. Each of the class representatives met with me and members of my firm over the eight-year stretch that this matter was in litigation for; review of facts, review of documents, consultation over the complaint(s) and other pleadings, discovery responses; deposition prep and deposition attendance. Mr. Chipego, Mr. Ewing (dec'd), Mrs. Churchill (dec'd) and Ms. Mowrey were each deposed twice. Each traveled, the two New York plaintiffs to Buffalo, NY for deposition, the Pennsylvania plaintiffs to Scranton, PA. The Plaintiffs were either present for or available throughout the mediations in the case and the class certification hearing, and plan to attend, by Zoom, the final approval hearing on November 4, 2025.

34. The attorneys and legal staff at Flitter Milz have expended over 3,540 hours of professional time on this litigation. The hours expended were reasonable and necessary to achieving the excellent result obtained in this Settlement. Based upon previous cases, we expect anywhere from 20 to 40 hours of post-motion time to be spent on the final approval hearing and Class Member issues post-approval, as the Settlement provides for non-monetary relief such as adjustments to credit reporting, satisfaction of Deficiency judgments, and cessation of collections

and garnishments. Class Counsel will continue to address all these important matters affecting these consumer Class Members long after final approval.

35. Flitter Milz incurred \$129,691 in litigation expenses. Class Counsel advanced these expenses. Co-counsel Sabatini Law Firm incurred \$4,733 in litigation expenses as described at paragraph 15 of Mr. Sabatini’s Certification (Exhibit 5 to the motion). Our co-counsel Western New York Law Center incurred a modest \$301 in case expenses. See Certification of Matthew A. Parham (Exhibit 6 to the motion). Because they are a nonprofit legal services organization, we did not ask the Law Center to advance or share in any case expenses to speak of. These expenses were reasonable and necessary to prosecute the case and to Class Counsel’s success in achieving the settlement. A breakdown of the costs and expenses, including those incurred by Sabatini Law Firm, LLC and Western New York Law Center, is provided below:

Category	Amount (all firms)
Court Reporting Fees	\$7,618
Court Filing and Process Service Fees, etc.	\$1,804
Class Administration (initial class notice, website, etc.)	\$15,928
Expert and Other Professional Fees	\$27,358
Mediation Fees and Expenses	\$40,762
Research/Investigation Fees	\$2,526
Travel Expenses (Lodging, Airfare, Meals, Transportation, etc.)	\$32,234
Bulk Copy, Bulk Postage, Binding, FedEx, Courier Costs	\$4,280
Miscellaneous (document storage, supplies, etc.)	\$2,216
TOTAL CLASS COUNSEL EXPENSES	\$134,727

I do hereby state that the statements contained in this certification are true and correct to the best of my knowledge, information, and belief. I make this statement with the knowledge that the statements contained herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: 10/29/2025

/s/ Cary L. Flitter
CARY L. FLITTER

Exhibit 4

**The Andela Consulting Group, Inc.
18783 Tribune Street
Northridge, CA 91326**

**Thomas A. Tarter
Managing Director
Expert Witness – Banking
Consulting – Financial and Management**

**Phone: (818) 488-9101
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EXPERT REPORT

Matthew L. Chipego, *et al.* (Plaintiffs)

v.

Five Star Bank, *et al.* (Defendants)

May Term, 2017 Case No: 002466

Court of Common Pleas, Philadelphia County, Pennsylvania

October 28, 2025

**Prepared By:
Thomas A. Tarter**

EXPERT REPORT OF THOMAS A. TARTER

INTRODUCTION

I have been retained by Cary L. Flitter, Esq, Andrew Milz, Esq and Jody Thomas López-Jacobs, Esq of Flitter Milz, P.C., who have been appointed as Class Counsel to provide consulting, and if necessary, expert witness testimony in the form of a report and/or verbal testimony pertaining to banking, financial service industry and credit industry customs, standards and practices; credit furnishing and reporting; credit repair; credit scoring; and credit damages caused by reporting: (i) repossession and sale of consumer goods; (ii) deficiency balances; (iii) judgements; (iv) liens; and, (v) the beneficial impact that Plaintiffs and the Class Members (with “good” or “bad credit”) will receive, if Five Star Bank (Five Star) and Financial Institution, Inc. (FII) (collectively Five Star and FII may be referred to as Defendants)) negative trade line and, if any judgements or liens, are deleted from their credit reports, according to the terms and conditions contained in the proposed Settlement Agreement.

Consistent with my practice, the observations and opinions expressed in this Report are based upon my knowledge and experience developed throughout my more than 50-year career in banking, business, credit industries, financial service industry and consulting, as well as my independent research and information that has been provided to me by Plaintiffs’ counsel.

This Report is subject to amendment, modification and supplementation upon any information, facts, documents or testimony that may be provided to me in the future.

QUALIFICATIONS

I am the Managing Director of The Andela Consulting Group, Inc. (“ACG”) and I have significant experience in banking¹, business and consulting inclusive of experience in connection with consumer credit, corporate governance², credit repair, credit scoring, loan modification, loan servicing and credit damage computation. My experience, as

1 Including: Banks, Consumer Finance Companies, Thrifts and Credit Unions - I have been retained by CUMIS (Credit Union Mutual Insurance) and other insurance companies on numerous occasions.

2 Including employment and security related background investigations.

expressed in this Report, in the business, consulting and financial institutions industry spans more than 50 years.

Following the completion of my military service 1965–1968, which included duties as a US Army Finance and Accounting officer and service as an *ex officio* member of the Fort Ord Credit Union, I started my professional career at Lloyds Bank California, where I was a Vice President in the Corporate and California Divisions. I also have held executive level management positions at several other financial institutions, including The Sanwa Bank of California, where I was Vice President and Senior Credit Officer for Southern California; at Bank of Los Angeles, where I was one of the founding directors as well as President and Chief Executive Officer; at Center National Bank, where I was a Director, President and Chief Executive Officer; and at First Los Angeles Bank, where I was an Executive Vice President.

I have served on the boards of nonprofit corporations that have included the L.A. Free Net, Hope Foundation, and Los Angeles Bankruptcy Forum.

I have served as a court approved financial advisor, business advisor and on the boards of directors of public and closely held corporations (large and small) including SEC reporting corporations such as Bank of Los Angeles, United Mortgage, First Alliance Mortgage Company (“FAMCO”) to whose board I was appointed to serve as a court approved “independent outside” director subsequent to its bankruptcy filing and as its Audit Committee Chair.

As a prior financial institution officer, senior executive and board of directors’ member³, I have considerable experience in consumer credit related issues such as those involved in this matter. Since 1993, I have advised ACG’s clients and served as a litigation consultant regarding the above subject matters. I have testified in arbitration, state and federal court proceedings including but not limited to proceedings in Arizona, California, Connecticut, Florida, Illinois, Maryland, Massachusetts, New Jersey, New York, Michigan, Minnesota, New Mexico, Nevada, Ohio, Oregon, Pennsylvania, Rhode Island, Texas, Utah, Virginia, Washington, West Virginia and the US territories of Guam and Saipan. I have also prepared reports involving credit damages and credit repair in

³ I have served as the president of two banks, a public, SEC reporting consumer mortgage company and as a consultant to the FDIC, as receiver.

state and federal court cases⁴ including in Arizona, California, Massachusetts, Nevada, New Jersey, New York, Oregon, Pennsylvania, Texas, and Washington, and have been retained in more than 500 consumer related cases.

I have been an appointed member to the mediation panel for the Bankruptcy Mediation Program of the United States Bankruptcy Court for the Central District of California since its inception in 1995. In addition, I was a multi-term member of the Board of the Los Angeles Bankruptcy Forum⁵.

I have a Master of Business Administration degree from the University of Santa Clara and a Bachelor of Science degree in business from the University of California at Los Angeles. A copy of my resume and an overview of The Andela Consulting Group, Inc. are attached as Exhibit A. Also, attached, as Exhibit B, is a case log involving testimony in arbitration, deposition, mediation and/or trial.

DOCUMENTS CONSIDERED

In preparing this Report, I considered documents, publications and information (sometimes the “Documents”) listed below:

- Amended Class Complaint;
- Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (Uncontested);
- Plaintiff’s Memorandum of Law in Support of Motion for Preliminary Approval of Class Settlement (Uncontested);
- Order Preliminarily Approving Class Settlement and Directing the Issuance of Notice to the Class;
- Class Action Settlement Agreement and Release;
- Proposed Order Preliminarily Approving Class Settlement and Directing the Issuance of Notice to the Class;
- Notice of Proposed Class Action Settlement;

⁴ This includes “fairness” opinions in class actions pertaining to credit repair, deficiency balances, judgements related to vehicle repossessions in New Jersey, New York, Pennsylvania and Nevada.

⁵ The Los Angeles Bankruptcy Forum is an organization of bankruptcy professionals dedicated to the study of the bankruptcy laws of the United States and to the improvement of the practice of bankruptcy law in the Central District of California (focusing on the Los Angeles and San Fernando Valley divisions).

- Proposed Order for Final Judgement and Dismissal;
- In the Court of Common Pleas of Philadelphia County, First Judicial District of Pennsylvania, Civil Trial Division, Control No. 20110237, Order, dated September 30, 2021;
- In the Superior Court of Pennsylvania, Five Star Bank and Financial Institutions, Inc., Petitioners v. Matthew Chiwego, Charlene Mowrey, Constance Churchill and Joseph Ewing, individually and on behalf of similarly situated individuals, Opinion;
- In the Court of Common Pleas of Philadelphia County, First Judicial District of Pennsylvania, Civil Trial Division, Control No. 20110237, Opinion, Nina W. Padilla, S.J.;
- In the Court of Common Pleas of Philadelphia County, First Judicial District of Pennsylvania, Civil Trial Division, Control No. 20110237, Order, dated September 22, 2022;
- In the Court of Common Pleas of Philadelphia County, First Judicial District of Pennsylvania, Civil Trial Division, Control No. 20110237, Memorandum Opinion, dated September 26, 2022;
- Fair Isaac website;
- Websites of Equifax, Experian, TransUnion and Innovis;
- San Francisco Federal Reserve Bank’s website;
- Office of the Comptroller of the Currency’s website;
- OCC Manual, Retail Lending, (“Retail Lending Manual”);
- Risk Management Association Code of Ethics;
- Debt Collectors Code of Ethics;
- Consumer Financial Protection Bureau, Supervisory Bulletin No. 14, Winter 2017;
- Fair Credit Reporting Manual, National Consumer Law Center;
- The Cost of Credit Manual, National Consumer Law Center;
- Credit Scores and Credit Reports, Evan Hendricks;
- Analyzing Financial Statements, American Institute of Banking and American Bankers Association;
- The Laws of Money, Suze Orman;

- Your Credit Score, Your Money & What’s at Stake, How to Improve the 3-Digit That Shapes Your Financial Future, Liz Pulliam Weston, FT Press.

During my banking, business, financial institution and consulting career, in addition to what I have learned from my professional work experience, I have attended numerous seminars, conferences and courses. I meet with business persons, executives, bankers, lenders, peers, listen to television programs and read professional and trade publications including the American Banker, Wall Street Journal, The Economist, economic forecasts, Federal Reserve Bulletins and other news publications relating to business conditions, commercial and consumer credit, credit reporting, consumer credit origination⁶, residential mortgage loan origination, loan servicing and interest rates. The subject matters covered by these materials include: banking, lending, litigation, loan servicing, residential mortgage loans and vehicle financing and economic forecasts. While the sources for these materials may vary, they are sponsored or published by various organizations closely associated with banking, business, consumer credit, commercial lending, economics and real estate.

SCOPE OF MY ENGAGEMENT

I have been requested to **address benefits for Class Members** related to the correction of credit reports arising from auto loans and repossession.

- a. Describe for the Court’s consideration business and credit industry customs, standards and practices for:
 - (i) credit approval;
 - (ii) the use of credit reports and credit scores in credit approval for consumer credit (such as: automobile loans, credit cards, mortgage loans) as well as for personal guarantees for business credit⁷;
 - (iii) the use of credit reports for employment, insurance and security clearances;
 - (iv) credit scoring and risk management models; and

⁶ Including but not limited to automobile financing, credit cards, unsecured personal loans

⁷ Including commercial loans and leases and US Small Business Administration (“SBA”) loans

- (v) the benefits derived from credit repair.
- b. Explain for the Court's consideration, how Class Members with existing garnishments and/or judgements will benefit even if these garnishments/judgments are not in their credit reports.
- c. Explain for the Court's consideration, the value of credit reporting relief even on loans, delinquencies and charge-offs that go back from 8 to 14 years⁸.
- d. Explain for the Court's consideration how Class Members with both "good" and "bad credit" will benefit by having the Five Star Bank trade line deleted and/or cloaked⁹ from their credit reports; and, why.

With respect to the Scope of my Engagement, I have not been requested to quantify the monetary value of credit repair on an individual and/or class-wide basis.

DISCUSSION, OBSERVATIONS AND OPINIONS

In the context of this Report, I am not discussing or opining from a legal perspective, but rather from a business perspective and the use of terms and/or words are as they are commonly used in the ordinary course of business by business and credit industry professionals.

The Proposed Settlement

The Proposed Settlement in this case involves Class Member secured obligations. It also provides, if approved by the Court, the following benefits for Class Members:

1. The amounts may vary but the average cash payment is approximately \$3,253 per Class Member¹⁰.
2. Credit Report Notices to Equifax, Experian, TransUnion and Innovis requesting them to update, delete and to remove any trade line – that is any reference to the Class Members' Five Star Bank vehicle contracts or repossession.

⁸ This case was filed in 2017 and the Class Period is from 2011 to 2017 (the relevant time period). Consequently, the Five Star trade line was supposed to "age off" after 7 1/2 years under FCRA §1681© (seven years plus 180 days).

⁹ Cloaking is a credit industry term of art pertaining to the prevention of future reporting by placing an item into a category that is specifically designed to not be reported.

¹⁰ Class Member payments will be calculated pro rata, in proportion to Each Class Member's statutory

3. Forgiveness of deficiency balances¹¹.
4. The satisfaction of approximately 1,294 deficiency judgements against Class Members.

Preface

I have been requested to discuss how the Proposed Settlement benefits Class Members with both good and bad credit (including lower tier credit ratings¹²) from the removal of the Five Star debt trade line from the records of credit reporting agencies (“CRAs”)¹³, and how borrowers will benefit significantly.

In this Report, it is my intention to explain for the Court’s consideration how borrowers with “bad credit” may in actuality benefit significantly from the removal of the Five Star debt trade line from credit reporting agencies, forgiveness of any deficiency balance and delete any negative Five Star credit history.

This Report will explain why credit information contained in CRA reports goes far beyond credit scores but rather are produced to meet prospective and existing employer inquiries; employer fidelity coverage inquiries; government (military, municipal, state and federal) security inquiries; insurance (auto, home and general liability). As a result, there are different types of consumer credit reports that need to be considered which go beyond the common interpretation that credit reports relate only to loans. This aspect of credit information is discussed throughout this Report.

The observations and opinions, expressed by me in this Report, pertain to benefits Class Members will receive from the Proposed Settlement Agreement and specifically the deletion and cloaking¹⁴ of the negative Five Star trade line and removal or satisfaction of judgements on the deficiency from all credit reports generated by Equifax, Experian, TransUnion and Innovis.

damages claim.

11 Elimination of approximately \$55.3 million in (disputed) post-repossession deficiency balances claimed due by Five Star under auto finance agreements.

12 Tier based risk and its implications is discussed later in this Report

13 Equifax, Experian, TransUnion and Innovis are commonly referred to as the four largest CRAs.

14 In the credit reporting industry “Cloaking” generally refers to masking and suppressing of inaccurate and no longer valid information.

Credit Origination Process

In today's business and financial world, the credit process is highly automated. Credit decisions (approval, terms, conditions, including rates) on loans are frequently made through complex models into which reports from CRAs are directly downloaded. Normally there is no human contact. The automated process involves a computer system¹⁵ making credit decisions as well as informing applicants of the decision (approved and/or not approved).

Consequently, negative trade line information¹⁶ and information in Public Record databases directly affect both business¹⁷ and consumer credit. The same is true with respect to employment, government, insurance and military risk assessment models. The information contained in CRA databases and Public Record databases is important in our daily lives and it is easily accessible – literally just a click away. Therefore, the elimination of negative trade line information by Five Star will significantly benefit all Class Members.

Credit Damage Overview

According to many of my credit industry peers, damages¹⁸ created by negative credit trade line information can cause a large and diverse variety of adverse consequences for consumers (like the Class Members in this case) that may go far beyond the ability to obtain credit and lower FICO credit scores. For instance, the impact on the cost, terms and conditions of loans; missed investment opportunities¹⁹; negative effect on business²⁰; loss of job offers²¹ or business expansion opportunities; higher and more

15 Using Credit Reports, Public Records, Ai and algorithms

16 "Trade line" is a credit industry term of art: "A trade line is a record of activity for any type of credit extended to a borrower and reported to a credit reporting agency. A trade line is established on a borrower's credit report when a borrower is approved for credit. The trade line records all of the activity associated with an account." And, "Comprehensively, trade lines are used by credit reporting agencies to calculate a borrower's credit score. Different credit reporting agencies give differing weights to the activities of trade lines when establishing a credit score for borrowers." Google Search – Investopedia.

17 Personal guarantees.

18 Economic and non-economic

19 Impacts on the ability to access capital and/or from background investigations

20 Personal guarantees are normally required for business related loans including SBA guaranteed loans. Negative information may result in loans rejections that may impact the individual as well as others who may be employed in a business enterprise. Another example is that landlords typically require personal guarantees for commercial property leases which may also adversely impact the ability to start and/or expand a small business enterprise, or to rent an apartment.

stringent borrowing costs on credit cards, mortgages and automobile loans; higher premiums on automobile, life, medical, home, and business insurance premiums; as well as reduced credit availability²².

Other factors and adverse consequences, which may be particularly relevant to persons categorized, as having “bad credit/risk”, are:

- The unfavorable perception of a person by employers, government agencies, investors, and others who use credit and risk investigative reports in their decision-making process; as well as,
- Prolonging the time negative credit information remains on their credit records for employers, government agencies and others to evaluate.

Consequently, it is my opinion, that the deletion and cloaking of negative credit information reported by Five Star, relative to any charge off, repossession and credit deficiency, and the removal or satisfaction of any judgement entered of record will benefit all Class Members with either “good” or “bad” credit ratings.

Credit/Risk Management is not an Exact Science and Tier Based Risk Management

It has been my direct experience, in the ordinary course of business, many creditors and businesses use automated systems, software programs, Ai and algorithms to determine eligibility and the terms and conditions creditors are willing to extend. These systems are used by automobile dealers, banks, credit unions, home loan lenders and credit card issuers, such as Ally Bank, Bank of America, Citi Bank, Santander, Wells Fargo and Ford Motor Credit Corporation and large retailers like Best Buy and Walmart.

Automated credit origination systems are commonly referred to as Desk Top Underwriting systems. Besides determining eligibility, these systems identify negative events, so even if a consumer’s credit score has risen, the negative event (such as a charge off, judgement, repossession) may shift them from one tier to a lower tier that may

21 Many employers including law firms, financial service industry and supermarkets, like The Giant Stores, ALDI and Weis Markets, frequently obtain credit reports because employees may be engaged in handling cash and/or merchandise. While other employers may require credit reports for security clearances such as government contractors, TSA and police departments.

22 For instance, traveling normally requires credit cards for reservation and often for paying for tickets.

have a higher rate, require a higher down payment, and/or lower loan-to-value ratio (“LTV”). Consequently, there is far more to a credit report than a score.

In the residential mortgage industry, consumers with low credit scores and “bad credit” are often (i) required to make larger down payments (30% vs 20% or less); (ii) are given higher rates; and, (iii) more stringent terms by lenders, so consumers with credit scores of 700 qualify for the top mortgage rate, conditions and terms, 661 for the next level, etc²³. Simply put, the cost of credit for mortgages is not just higher interest rates but also higher points and fees as well as larger down payments that drain savings accounts and liquidity that could be used for discretionary purchases and/or purposes.

Additionally, business and governmental risk management systems also typically utilize CRA data and Public Record data for point-of-sale product marketing, employment, fidelity coverage, investments, investors, and security clearances. Therefore, charge-offs, deficiency balances, judgements, missed payments; repossessions negatively impact consumer opportunities in today’s highly competitive and risk adverse environment.

Consequently, credit or business risk measurement involves varying degrees of professional assessment, data interpolation, metrics and economic condition analytics with the most favorable terms and conditions going to borrowers with the best scores and no significant negative information. As a result, individuals with “bad” credit – risk characteristics may be negatively impacted even *more* than those individuals with “good” credit – risk characteristics.

Risk indexed information is used to determine: credit approval criteria, interest rate ranges to compensate for risk factors; down payments and length of credit. The results are logical and predictable, so *consumers without negative information* (such as an unpaid deficiency balance, a judgement, a loan charge-off and/or a repossession) would fall into Tier 1 and would have far better terms and conditions than a Tier 3 or lower risk rated borrower *who has negative credit information*.

23 Lenders often have credit score related risk approval/pricing tiers such as Tier 1 (700+); Tier2 (661-699); Tier 3 (600-659); Tier 4 (550-599); Tier 5 (below 550). However, there are also algorithms to automatically down-grade applicants with a Tier 1 credit score, if a significant negative event such as a charge off, delinquency, repo, foreclosure or judgement is on record.

A similar type of evaluative process is also used in apartment/home renting, business, employment, insurance, and government security to identify potential credit/risk anomalies pertinent to the relevant circumstances.

Further, it has been my direct experience that consumers with “bad” credit – risk characteristics are impacted even more than a person with “good” credit because their ability to rebuild/repair their credit may be negatively impacted and delayed (potentially for years) because negative trade line information can remain on a consumer’s credit report for up to 7 ½ years and a judgement may remain in Public Records for up to 20 years.

There is Far More to Consider than just a Credit Score

During the relevant time period plus 7 1/2 years, the credit scores (as described below) of all Class Members were negatively impacted and could be again if Five Star’s negative delinquency, charge off, repossession, deficiency balance and/or judgement previously deleted information is reinserted into the consumer’s credit file. It is important to be aware that: “One of the most pernicious reporting abuses suffered by consumers has been the repeated reintroduction of inaccurate information into one’s consumer report after it has already been deleted once or twice or more times before.”²⁴ As a credit industry professional I have personally seen multiple false, inaccurate negative credit information reinsertion incidents.

Credit score computations are heavily weighted to take into account payment histories, delinquencies, unpaid accounts and Public Records as illustrated below:

Factor 1: Payment History (35%)

- Track record with various lenders
- Length of Positive Credit History
- Length of Time that has Passed Since the Most Recent Negative Item
- Severe Unpaid Debts – Public Records
- Severity & Quantity of Delinquencies

Factor 2: Amount Owed – Extent of Indebtedness (30%)

- Quantity of Credit Accounts
- Ratio of Credit Balance to Credit Limit
- The amount owed on all accounts

²⁴ Fair Credit Reporting Act Manual, 4th Edition, National Consumer Law Center, p. 217

- How Much is Owed On Each Type of Account?
- How Much of Mortgage or Other Installment Loans Are Paid Off?

Factor 3: Length of Credit History (15%)

- Overall Length of Credit History (In General)
- How long have specific credit accounts been established?
- How long has it been since you used certain accounts?

Factor 4: How Much New Credit Are You Assuming? (10%)

- How many new accounts, particularly credit card accounts?
- How long has it been since you opened a new account?
- How many recent requests for credit have you made, as indicated by inquiries to the credit bureaus?
- Length of time since credit report inquiries were made by lenders.
- Whether you have a good recent credit history, following past payment problems.

Factor 5: Inquiries (10%)

It has been my experience, as well as being reported in numerous studies, that, if a consumer's credit score is lowered by even 5 points, that the cost of credit may go up. In the ordinary course of business, a 5-point difference may not be significant, if a consumer's credit report score decreases from 670–665. However, if a consumer's credit report score decreases from 662–657 (being mindful that the FDIC's subprime threshold²⁵ risk score is 660) or causes a consumer to fall below lender prescribed credit score guidelines, then this is a significant factor that may result in an increase in insurance, mortgage, credit card and automobile financing costs as well as affect employment opportunities²⁶.

Also, it has been my direct experience that the higher a consumer's credit score and credit risk tier, the lower the consumer's interest rate. As credit gets stronger with no negative information, consumers present a lower level of risk for the lender, and therefore, the lender (credit grantor) asks for lower interest rates and less stringent terms as compensation for letting the consumer use its money. In essence, a brighter picture is presented.

It has been my experience that a credit report is far more than just a scoring mechanism. It is a profile that contains information concerning a person such as address, charge-offs, credit balances, payment history, public information, judicial proceedings, foreclosures, repossessions and employment. As discussed in the credit scoring section

²⁵ FDIC: Risk Management Manual of Examination Policies, Section 3.2 page 78.

of this Report, 35% of a consumer's credit score computation pertains to payment history. Repossessions, deficiency balances and charge-offs result from borrower default and represent payment history information furnished to CRAs by creditors (like Five Star) which is recorded in databases maintained by and reported by CRAs and in Public Records.

Consequently, during the relevant time period plus 7 1/2 years, deletion and cloaking would have been beneficial to Class Members even those with "bad" credit, as the reason for having a low credit score may be directly related to the Five Star loan delinquency, repossession, judgement, loan charge off which are screened and evaluated by various types of credit providers (auto, mortgage, credit card) as well as by insurance companies, employers and governmental agencies sensitive to security clearances.

It also has been my direct experience that businesspersons and consumers that have material negative credit events like an unpaid deficiency balance, charge off, repossession and/or a judgement contained in their credit reports or in Public Records may also be adversely impacted by not being able to obtain credit cards or loans at any rate²⁷ and/or to qualify as a guarantor for a business loan. Consequently, Class Members were damaged during the relevant time period plus 7 1/2 years and upon approval of the Settlement Agreement, Class Members, with the judgement satisfied, will have improved opportunities to make major (usually financed) purchases such as autos and homes, and more easily qualify for credit cards.

I am also mindful that Five Star, as a furnisher and the provider of credit information to CRAs and Public Records, is well aware that it serves as a gatekeeper. Consequently, Five Star was in a powerful and influential position during the relevant time period plus 7 1/2 years and in the event of "reinsertions"²⁸ to impact credit reporting, credit scores and the lives of Class Members with the information it furnishes to CRAs.

Chilling

Chilling is a term used in the credit industry that pertains to individuals who are afraid of applying for credit because they are afraid that they will be embarrassed by

26 Such as any position that involves handling cash and/or purchasing.

27 Hard money unsecured loans are normally not available to low-income individuals.

28 Credit reporting information that had previously been deleted from credit reports.

being turned down and/or because they believe they will be turned down because of negative information in their credit reports and in Public Records, therefore, they just do not apply. Simply put, they will be frozen out of credit markets and their perception of rejection becomes a reality because they stop applying for credit, applying for jobs and/or engaging in public service (appointed and/or elected).

Those same credit damaged individuals may also be “forced” to pay cash for most purchases and lose the convenience of being able to purchase things including online purchases that require the use of a credit card.

Consequently, it is my opinion that: (i) “Chilling” affected not only the Class Members, who may have stopped applying for credit (even to take advantage of promotional offers at places, like Best Buy, Home Depot, Kohl’s, and Target); but also merchants who may lose sales opportunities because Class Members did not purchase goods from them; and, (ii) Class Members (especially those with “bad” credit) will benefit from having the Five Star negative trade line deleted and cloaked by having the fear and stigma of rejection and embarrassment caused by the Five Star negative trade line removed from credit reports and Public Records;

Reinsertion

In the credit reporting industry, reinsertion specifically refers to the reappearance (inclusion) of information that was previously deleted and removed from a credit report but is later added back to a consumer’s credit report. Reinsertion can occur after a debt has been closed. This often occurs without proper notice to a consumer or if it was deleted due to a dispute and the data furnisher’s subsequent verification of accuracy. Reinsertion can also occur after a debt is sold to a debt collector, who reports it as a new account resulting in the negative information being re-aged or data furnisher error if the data furnisher makes a mistake and simply reports an account again. Class Members may be harmed further if negative credit information is reinserted.

Time Barred Debts and Debt Buyers

Even though a debt may be charged off, an uncollected debt may still have some market value to debt buyers who specialized in purchasing (often for pennies on the

dollar) time barred debts by attempting to collect unpaid deficiency balances and judgements. Time barred debts and judgements are sometimes sold to debt buyers.

Sometimes the debt buyer will use “recycled dates of delinquency” that are often tethered to the date they acquired a debt rather than the actual delinquency date in violation of the FCRA. Class Members will significantly benefit because the Settlement Agreement provides debt forgiveness which actually cancels any underlying obligation even if time barred as will judgement satisfaction.

The elimination of time barred debts and judgement satisfactions will also benefit Class Members because a standard mortgage credit application²⁹ question and Government Security application question is “Do you have any unpaid judgements,” a “Yes” may result in declination.

Summary of Observations and Opinions

Based upon my review of the aforementioned documents, and my own more than 50 years of banking, credit industry, board, business and consulting experience, I have formulated the observations and opinions expressed below and elsewhere in this Report:

1. Although, some Class Members may not have had pristine credit arising from furnisher information provided by other creditors, the removal of the negative Five Star delinquency, unpaid deficiency balance, charge off, and judgement information would have during the relevant time period plus 7 1/2 years improved their overall credit profiles by deleting significant negative credit information and will do so if the proposed Settlement Agreement is approved. This is because, as described in this Report, access to credit and risk management is not just payment sensitive but it is also event (unpaid balance, charge off, judgement or repossession) sensitive.
2. Further, since negative events such as a charge off and repossession may remain on a consumer’s credit report for up to 7-years and 6-months and that a judgement remains unsatisfied in Public Records until paid and/or no longer

²⁹ Universal Residential Loan Application, Freddie Mac Form65 – Fannie Mae Form 1003, Section 5b. About Your Finances/ F. Are there any outstanding judgments against you?

valid under state law, this means the negative impact can continue to have adverse consequences for many years. Importantly, the satisfaction of any deficiency judgement and the deletion or cloaking of the judgement and the negative trade line mitigates the impact of other adverse entries on the Class Members' credit reports. Consequently, Class Members will benefit and will not have to deal with the negative impact of the Five Star judgement in the future. Their credit and risk characteristic profiles will be improved, regardless of if they have good or bad credit.

3. Likewise, although the Public Record treatment of civil judgements in New York and Pennsylvania may differ, in both states judgements are generally valid for 20 years. Judgement satisfaction eliminates the continued possibility of collection efforts and/or enforcement through garnishment of wages and bank accounts or seizing assets through judicial process. In this case Class Members may benefit from the fear and emotional impact of having an unsatisfied judgement available to anyone who may search Public Records.
4. At this juncture, I note for the Court's consideration that while each CRAs' credit computation algorithm is proprietary and specifics (other than the generalities discussed in this Report) are considered to be confidential. In my opinion, if the negative Five Star information still remaining will be deleted/cloaked pursuant to the Settlement Agreement, credit scores will improve as will the satisfaction of any judgement improve the ability to obtain and maintain credit.
5. Similarly, other types of risk scoring models and investigative report information would be positively impacted such as those used by landlords, insurance companies, employers and the government, thereby painting a much brighter picture for all Class Members.
6. As discussed above, the deletion and cloaking of the negative Five Star trade line and any deficiency balance is important and beneficial to Class Members

because credit is an important factor in the business and consumer daily economic cycle as it provides a means of payment for the purchase of goods and/or services. Credit comes in many forms such as automobile (new and used) loans, boat loans, mortgages, credit cards, business loans and vehicle loans. In this case, Class Member benefits highly likely include: (i) the ability to improve the probability to obtain business and personal loans; (ii) lower interest rates; (iii) better terms and conditions for automobile/vehicle loans and credit cards; (iv) better interest rates, terms and conditions for mortgage secured loans (1st and 2nd priority position); (v) removal of a potential security clearance problem; (vi) reduction and/or elimination of the fear of credit denial and possibly being “chilled” from applying for credit cards (even to obtain significant promotional discounts at mass retailers like Best Buy and Target) because certain Class Members will no longer have the fear of being embarrassed by being turned down at the register.

7. In the ordinary course of business and life, the proposed Settlement Agreement’s impact on Class Members will be significant in addition to the monetary awards.
8. In essence, negative credit data is an indicator of potential problems that may impact a person's ability and/or willingness to repay. It has been my direct experience that many bankers view negative credit information and collection accounts as being a “character flaw” because basic credit training focuses on the 5 C’s of credit³⁰ with character being the most important. In this regard, automobile lenders, credit unions, mortgage lenders and credit card issuers frequently download CRA generated information into their credit decision making models.
9. It is my opinion that Class Members will benefit in multiple ways (economic and non-economic) including but not limited to the elimination of the adverse effects of the negative Five Star trade line’s impact has on the following categories:

30 Analyzing Financial Statements, American Bankers Association – Character, Capital, Capacity, Collateral and conditions

Credit - Financial Stigma	Impact on Employment
Cost of Credit	Impact on insurance Costs
Credit Expectancy ³¹	Impact on Mental Health
Quality of Life	Impact on Sleeplessness and Stress
Income	Reduction in Anguish and Frustration

CONCLUSIONS

Based on the information that I have reviewed, at this point in time, I have concluded:

- All Class Members (with “good credit” or “bad credit”) will benefit from credit repair by the deletion and cloaking of the negative Five Star trade line that may exist, including any information pertaining to repossession, charge off, delinquency balance forgiveness, unpaid fees as contained in the Proposed Settlement Agreement with a “high degree of commercial certainty”, credit repair benefits will include but not be just limited to:
 - Any potential asset seizures, bank account or wage garnishments for unsatisfied judgements and any deficiency balances;
 - Lower interest rates;
 - Better credit terms and conditions;
 - Elimination of all negative information that may adversely impact:
 - Security clearances;
 - Improve job or employment opportunities;
 - Insurance rates;
 - Housing opportunities;
 - Greater access to credit;
 - Create a better public image; and
 - Better and more productive use of their time.

The observations and opinions expressed by me in this Report are based on a reasonable degree of professional certainty.

Signed this 26th day of October, 2025

Thomas A. Tarter

31 This represents an estimated range of available credit such as increased credit card costs as well as the loss of promotional rates that normally occur at Best Buy. Hypothetically, a 10% increase in credit card interest rates assuming an average outstanding balance of \$2,000 would be approximately \$200 per year. I have not been requested to quantify damages.

Attached documents include:

Exhibit A - CV and Andela Overview;

Exhibit B - Case Log – arbitration, depo, mediation and trial;

Exhibit C - Engagement Letter – last 2 pages of this attachment.

EXHIBIT A

Andela and Tarter Background Information:

See Attached:

Andela Overview

Thomas Tarter's Resume

Addendum to Thomas Tarter's Resume

The Andela Consulting Group, Inc.

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Expert Witness - Banking
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The Andela Consulting Group, Inc. (“Andela Consulting”), managed by Thomas A. Tarter, engages in banking, credit (commercial and consumer) and credit damage Expert Witness/Litigation Support. Andela Consulting has provided business reorganization, management and financial advice to financial institutions and businesses. With more than 50-years of experience as a banker, business owner, a consultant and financial advisor, Mr. Tarter brings to Andela Consulting’s clients extensive knowledge on how businesses, banks, creditors and financial service companies operate.

Andela Consulting has been involved in many matters which include: retention by regulatory agencies, financial institution reorganization, banking, class actions, court approved independent directorships, financial advisor, cash controls and management, checking accounts, electronic funds transfer, consumer credit, credit cards, car financing, debt collection, embezzlements, FCRA, FDCPA, TILA, RESPA, loan origination, loan mods, foreclosures and repos, credit damages, Ponzi schemes, consumer and commercial real estate lending, including land acquisition and development, bankruptcy plan interest rate and plan feasibility analysis, development and construction loans, corporate lending, corporate governance, loan servicing, lender liability, letters of credit, loan commitments, bank and guaranty demands, loan transactions, shareholder and insider matters, internal audit, banking Regulations and compliance matters.

Andela Consulting was formed in 1993 and since that time it has worked with many types of clients in a variety of areas. These include: (i) Sunshine Makers, Inc. d/b/a Simple Green to serve as an independent director; (ii) Marin Outdoor, appointed as a director in connection with its financial restructuring and Chapter 11 proceedings; (iii) Numerous class action case fairness opinions pertaining to class member Settlement Agreement benefits (monetary and non-monetary) for borrowers; (iv) A California Bank to provide litigation consultation regarding lending industry customs, standards and practices involving loan commitments; (v) Retained by the FDIC as receiver in multiple cases involving appraisal, construction lending, guaranty, loan origination and underwriting issues; (vi) Numerous cases involving mortgage loan servicing; (vii) Consumer credit - TILA, loan and lease transactions, credit damages; (viii) Fifth Third Bank Overdraft “high to low sorting” litigation; (ix) Numerous Loan Modification cases; (x) Numerous Class Action cases involving Loan Servicing issues; (xi) Auto financing and leasing; (xii) A Viatical Service Company to provide expert testimony and litigation consultation regarding asset-based lending industry customs, standards and practices and lender liability issues; (xiii) A Financial Institution to provide expert testimony and litigation consultation regarding real estate loan restructuring, construction and permanent lending; (xiv) Credit damage analyses – consumer credit arising from debt collection, loan servicing, credit reporting errors; (xv) Developed a cash management and control system for multiple inter-related Chapter 11 debtors operating in several states including Hawaii; (xvi) Developed court approved business rehabilitation and marketing plans for a troubled bank; (xvii) Appointed to the board of directors

of First Alliance Mortgage Company, as an independent, outside director, after the company filed for bankruptcy protection; (xvii) Numerous bankruptcy plan related interest rate computations and plan feasibility analyses; (xviii) Numerous cases involving embezzlement, forgery and endorsement issues; and (xx) Oswell Self Storage to provide turnaround management and advisory services to a Chapter 11 debtor.

THOMAS A. TARTER
CURRICULUM VITAE
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EDUCATION:

University of California at Los Angeles, Bachelor of Science degree in Business, 1965

University of Santa Clara, Master of Business Administration degree with specialization in Finance, 1969

LECTURER:

Mr. Tarter has been an expert, instructor, panelist and/or guest lecturer for several professional organizations and institutions of higher education, including the following:

- American Institute of Banking
- American Management Association
- Los Angeles City College
- United States Small Business Administration
- Gonzaga University School of Law
- Harvard Law School
- University of San Diego School of Law
- Practicing Law Institute
- National Association of Consumer Advocates
- International Institute of Business and Banking
- Orange County Bankruptcy Forum
- Los Angeles Chapter of the American Society of Appraisers
- Southern California Chapter of the Appraisal Institute

PROFESSIONAL EXPERIENCE:

September 1993 – Present

The Andela Consulting Group, Inc., Managing Director

Provides expert witness, management, financial, and advisory services involving corporate governance, commercial and consumer credit, credit damages, credit cards, deposit accounts, management, court approved directorships, court approved financial advisor and financial institution matters.

Mr. Tarter has served on boards, assisted in corporate restructures, and has provided advisory services to a diverse group of clients including consumers, corporations, law firms, banks, financial institutions and governmental agencies, including the FDIC, as Receiver.

October 1985 – August 1993

First Los Angeles Bank, Executive Vice President, Member of Officers Loan Committee

Responsible for supervising the bank's largest banking region and was involved in developing compensation and incentive programs, asset/liability management, development of policies and procedures (deposit, operations and credit) and strategic planning. Additional responsibilities included marketing, public relations, mergers, acquisitions, the development of non-traditional banking businesses, such as a mortgage banking division and an SBA loan department.

November 1984 – September 1985

Center National Bank, Director, President and Chief Executive Officer

Recruited to administer a troubled financial institution. Developed programs to implement regulatory requirements and to constrict the bank's assets to adhere to capital constraints. Developed and implemented policies and procedures involving credit administration, operations, risk management and personnel including compensation, termination, staff curtailment and recruitment.

January 1980 – October 1984

Bank of Los Angeles, Organizer, Founding Director, President and Chief Executive Officer

Responsible for organization and completion of two stock offerings, initial (1982) and secondary (1984), both of which were over-subscribed. Responsible for the initial and ongoing organization of the bank, as well as supervising its operations and growth. Negotiated the acquisition of American City Bank - Beverly Hills from the Federal Deposit Insurance Corporation. Developed and implemented policies and procedures including compensation, personnel, credit and audit.

1977 – 1980

First Los Angeles Bank, Regional Vice President and member of the bank's Officers Loan Committee

1976 – 1977

Sanwa Bank of California, Vice President and Senior Credit Officer for Southern California and Member of Loan Committee.

Responsible for administering the bank's loan portfolio in Southern California, including the implementation of policies, procedures and controls to monitor the bank's corporate, real estate, consumer loan activities and its operations risk management systems.

1969 – 1975

Lloyds Bank California, Vice President, Corporate and California Divisions

Responsible for the administration and development of major corporate relationships
Developed new lending programs including Banker's Acceptance and SBA financing

Additionally, Mr. Tarter was a founding organizer of Hancock Savings Bank. He shared responsibility for its formation, organization and co-organized its initial stock offering.

TESTIMONY:

Mr. Tarter has provided expert testimony at deposition and trial in municipal, state and federal courts as well as at arbitration.

Litigation and consultation clients included: Bank of the West, Mobil Oil Corporation, Ford Motor Credit Corporation, CNA, Credit First Bank, Republic Bank, Sanwa Bank, Citicorp, Deutsche Bank, CUMIS, GEICO, State Farm, FDIC as Receiver, Harvard Law School, JPMorgan Chase, Wells Fargo Bank, Union Bank of California, Washington Mutual, Bank of Saipan, United Mortgage, Small Business Administration, as well as individuals, municipalities, partnerships and businesses.

BOARD MEMBERSHIPS AND BUSINESS AFFILIATIONS INCLUDED:

Western States Bankcard Association
Sunshine Makers, Inc. d/b/a Simple Green
Fort Ord Credit Union
Holiday World RV
Marin Outdoor (Bankruptcy related directorship)
First Alliance Mortgage Company (Appointed director during bankruptcy proceedings)
American Standard Development Company, Inc.
BKLA Bancorp
Center Financial
Los Angeles Bankruptcy Forum (multi term)
Los Angeles Business Council, member of Executive Committee
Loyola Marymount University, Fine Arts/Film School Council

MEDIATOR:

Mr. Tarter appointed by the United States Bankruptcy Court – Central District of California to its panel of mediators (1995 - present).

Addendum to CV of Thomas A. Tarter

Qualifications: My background involves experience with large and small banks. Lloyds Bank California, Sanwa Bank of California and First Los Angeles Bank were subsidiaries of very large, international banks. At Sanwa Bank and First Los Angeles Bank, I was involved in evaluating potential acquisitions that involved "healthy" and "distressed" banks. At First Los Angeles Bank, I was also involved in the purchase of loans from the F.D.I.C. and the sale of non-performing loans.

I was also involved in the formation of a savings bank and a commercial bank that were located in Los Angeles, California. While I did not serve on the board of directors of the savings bank, I provided advice involving staffing, capital and regulatory issues to directors and senior management. I was involved in the formation of a commercial bank - Bank of Los Angeles. At the Bank of Los Angeles, I was involved in the acquisition of another bank that was closed by state and federal regulators, purchased loans from the FDIC and the RTC. Issues involved in the acquisition included: deposit retention, deposit withdrawal requests, possible run on deposits, liquidity, borrower loan defaults and lender liability claims, performing and non-performing loans. It was a complicated process that worked out positively because well-defined business and strategic plans were quickly developed and implemented.

I was also approved by regulatory agencies to serve as the chief executive officer of a financially troubled bank, Center National Bank. This assignment resulted in the identification of significant additional problems within the bank that prior to my employment had not been CUSCed by either the bank's independent auditors or by the regulators. My duties included: Securities and Exchange Commission disclosures, valuation of the loan portfolio, amendment of financial reports, the sale of loans, shrinkage of deposits, capital infusion and implementation of new policies, procedures and controls.

Subsequent to First Alliance Mortgage Corporation ("FAMCO") filing for bankruptcy protection, I was approved and appointed with the concurrence of the board of directors, creditors and court to the board of directors of FAMCO which was a public, SEC reporting financial services company. I served during bankruptcy proceedings as its Audit Committee, Chair. I was also appointed to serve during reorganization on the board of directors of a regional retail company.

I have served as a director of the Western States Bankcard Association and as an advisor to various financial institutions and companies involving credit card, lender liability, TILA, and UDAP issues.

I have also been appointed to the panel of mediators by the United States Bankruptcy Court for the Central District of California.

EXHIBIT B

List of cases that the expert witness has testified at trial, deposition, mediation or arbitration included the following:

1. Real Advantage Title Insurance Company and Orange Coast Title Company of Southern California vs The United States of America, Department of Housing and Urban Development, NOVAD Management Consulting, LLC, Mortgage Lender Services, Inc., Case No: 2.23-cv-07584-MCS-PD, Los Angeles, CA, Trial 10/25;
2. Eighteen, LLC v. MLM Mafia, Inc. et al., Van Nuys, CA, Depo 9/25;
3. Berry v. Experian, Detroit, MI. Depo 6/25;
4. Cronin v. Cronin, Costa Mesa, CA, Trial 6/25;
5. Glen Fung v. SODA Thousand Oaks, LLC, Medaa Medaa, Ventura, CA, Case No: 56-2020-0054691-OR-VTA, Depo 3/25;
6. John Chase and Hillary Chase v. Kia Motors America, Inc.; Michael C. Stead, Inc. dba Michael Stead's Hilltop Ford Kia; Hyundai Capital America dba Kia Motors Finance, Alameda, CA, Case No: RG19010993, Depo 3/25;
7. Ricardo Salom, Catherine Palazzo as assignee for Ruben Palazzo, and Peter Hackinen, on their own behalf and on behalf of other similarly situated persons v. Nationstar Mortgage LLC and Federal Home Loan Mortgage Corporation, Case No. 2:24-cv-00441-BJR. Seattle, WA, Depo 3/25;
8. Kara C. Mantz v. Michael Case. Polk County Courthouse, FL, Trial 2/25;
9. Hesselbrock v. I.Q. Data International, Inc., et al., Los Angeles, CA, Depo 7/24;
10. Victoria Tountas and Shlomo Harnas v Welk Resort Group Inc., et al, San Diego, CA, JAMS Case No: 524000006-6, Arbitration 4/24;
11. Noah Ford v I.Q. Data International, Inc. and Kris Graafstra, et al., Seattle, WA, Case No:2:22-CV-01791-TSZ, Depo 2/24;
12. NNNRI v Todd Mikles, et al., Irvine, CA, Arbitration, 11/23
13. Chong v Experian, Honolulu, HI, Depo 10/23, Arbitration 12/23;
14. Stafford v Arrowhead Federal Credit Union, et al., Los Angeles, CA, Depo 09/23;
15. Johnson v Freedom Mortgage, Equifax and TransUnion, Case No: 21-cv-2760 (KMH/HB), Minneapolis, Minnesota, Depo 06/23;
16. Loretta Perry vs Luxury Auto Leasing, Interstate Automobile Network, Inc. et al. Case no:

LAM1003CS0606, Los Angeles, CA, Trial 05/23;

17. George and Geri Calcut vs Paramount Residential Mortgage Group, Inc. and Cenlar FSB, Case no: 2:22-cv-0123-JJT, Phoenix, AZ, Depo 04/23;
18. Albert Smith vs Reliable Chevrolet, et al., Albuquerque, NM, Depo 03/23; Trial 09/23;
19. Christopher LaRocco vs Acima Credit, LLC, Houston, TX, Case no: 4:21-cv-1770, Depo 11/22;
20. Shara Bailey vs Experian, Boise, ID, Depo 11/22;
21. Ntam vs Paramount Residential Mortgage Group, Inc and Cenlar FSB, Washington D.C., Depo 08/22;
22. Nalbandyan vs Wells Fargo Bank, Los Angeles, CA, Arbitration, 07/22;
23. Yu vs Tesla, Equifax, et al, Los Angeles, CA, Depo 04/22;
24. Balboa Capital vs Adesomo, et al, Santa Ana, CA, Trial 03/22;
25. Larios vs SLS, Victoria Grantor Trust, et al, Los Angeles, CA, Case No. 18STCP02482. Depo 01/22, Trial 03/22;
26. Hill vs Ocwen, PHH, et al, Colusa, CA, CV24409, Depo 01/22;
27. Tayyar, et al vs OneUnited Bank, Glendale, CA, BC533326, Depo and Trial 11/21;
28. Konig, et al. vs Bank America, n.a., Equifax, TransUnion, et al, SDNY, 7{18:cv-07299-JCM, Depo 11/21;
29. Ponce, et al. vs Wells Fargo Bank and Specialized Loan Servicing, Woodland, CA, CV-13:1769, Depo 10/20, Trial 9/21;
30. Kramer, et al vs MicroBilt, Equifax, et al, Los Angeles, CA, 5:19-1021-JGB(SPx), Depo 06/20;
31. Linda Musial vs Nationstar, et al., Riverside, CA, Depo 01/20; Trial 02/20;
32. Kato vs AutoNation, et al; Phoenix, AZ, Arb 01/20;
33. In re: Nicolas, Los Angeles, CA, 10/20 and 3/21;
34. In re: CSA and CFT, et al.; Los Angeles, CA; 1/20 and 5/20;
35. CLG, et al. vs Gunderson, Irvine, CA, Depo 11/19; Arb 12/19;
36. Franklin, et al. vs Midwest Recovery, et al.. Los Angeles, CA, 8:18-cv-02085-JLS-DFMx, Depo 11/19;

37. Cardenas vs Ally Bank, et al., Oklahoma City, OK, Depo 10/19;
38. Bryant vs Moto-Science, et al., Los Angeles, CA Depo 09/19;
39. Sponer vs Wells Fargo Bank, et al., Portland, OR, 3:17-cv-02035-HZ, Depo 7/19; Trial 08/19;
40. Neufeld vs Capital Bank, TransUnion, et al., Fresno, CA, 1:18 – cv – 01012 – LJO – SKO, Depo 7/19;
41. Cook vs Mountain America Federal Credit Union, et al., Phoenix, AZ, Depo 3/19;
42. Hannah Weinstein vs Equifax, et al., Los Angeles, CA, 2-17-cv-8704, Depo 2/19;
43. Rowe vs Renovate America, et al., San Diego, CA, Arb 1/19;
44. Hernandez vs Ditech, SLS; et al., Glendale, CA, Depo 1/19;
45. Brainangkul vs SPS, et al., Glendale, CA, Depo 11/18;
46. Snyder vs Bank America, et al., San Francisco, CA, Depo 11/18;
47. Trabulsi vs Wells Fargo Bank, Los Angeles, CA, Depo 10/18;
48. Clark vs Vigil, Bakersfield, CA, Arb 6/18;
49. Luce vs Wells Fargo Bank, et al, San Francisco, CA, Depo 5/18;
50. Solenberger vs Northstar and Hillcrest Davidson, et al., Kansas City, KS, Depo 05/18;
51. Anderson vs Wells Fargo, et al., Dallas, TX, 3:16-cv-2514, Depo 04/18;
52. In Re Altadena Lincoln Crossing, LLC. vs East West Bank, Los Angeles, CA, Depo 03/18; Trial 5/18, # 2:17-bk-14276-BB; Depo 12/18; Trial 1/19;
53. Hernandez vs Specialized Loan Service, San Bernardino, CA, Depo 03/18;
54. Kim vs PHEAA, et al; San Diego, CA, 17-cv-00528-WQH-AGS, Depo 02/18;
55. Yin vs Frontier Communications, et al, Los Angeles, CA, Depo 02/18;
56. Lafkas vs Lafkas, Los Angeles, CA, Depo 01/18; Trial 4/18;
57. Karapetyan vs US Bank, et al., Los Angeles, CA, Depo 01/18;
58. Robbins vs CitiMortgage, et al., San Francisco, CA, Depo 12/17;
59. TGV vs Conner, et al., Santa Ana, CA, Depo 12/17; Trial 5/18;

60. Manantan vs. Wells Fargo Bank, et al., San Mateo, CA, Depo 11/17; Trial 03/18;
61. Favero, et al. vs. Stefanelli, et., et al., Colusa, CA, Depo 10/17;
62. GemCap, et al vs. Amalfi Capital, et al., Los Angeles, CA, BC522224, Depo 10/17;
63. Fredrickson vs Cannon Federal Credit Union, Albuquerque, NM, 2:16-cv-01012-SMV-CG, 06/17;
64. PHH vs Barrett, Daffin, et al., San Francisco, CA, Depo 6/17;
65. Al-Naswari vs FCI, et al, Anaheim, CA, Depo 3/17 and 06/17; Arb 03/18;
66. US Trust, et al vs Aroyan; et al, Irvine, CA; Arb, 01/17;
67. Weiss, et al vs Citibank; Los Angeles, CA; Depo 12/16;
68. Steiner vs Bank America. Bank New York Mellon, Bayview, et al; San Francisco, CA; Depo 11/16;
69. Krumpholtz vs Redondo Beach Board of Education; Los Angeles, CA, Trial 10/16;
70. Middleburg Bank vs Torus Law, et al; Richmond, VA, Depo 09/16; Trial 11/16;
71. Community Bank of Santa Maria vs Joni Gray; Santa Barbara, CA, Depo 07/16;
72. Dias vs PNC, et al, Auburn, CA, Trial 03/16;
73. Data Label vs California Bank and Trust, Los Angeles, CA, Depo 3/16; Trial 03/17
74. Bresee vs Wells Fargo, et al, Phoenix, AZ, Depo 03/16;
75. Herrera vs AllianceOne, San Diego, CA; Depo 02/16;
76. Banneck vs Experian, HSBC, et al, Oakland. CA; 02/16;
77. Bodecker vs JPMorgan Chase, San Francisco, CA; Depo; 02/16;
78. Boston Private Bank vs. Foster Enterprises, et al., Depo, San Mateo, CA, 12/15;
79. Lawrence vs. J.D. Byrider, et al., Akron, OH, Arb. 12/15;
80. Jackson, et al vs. J.D. Byrider, et al., Cleveland, OH, Arb. 12/15;
81. People vs. Johnson, Santa Rosa, CA, Trial 8/15;
82. Kim vs BMW FS, et al., Los Angeles, CA, Trial 8/15;

83. Stansell vs Bank of America, et al., Marysville, CA, Depo 8/15;
84. Csmeezy, Inc. vs City National Bank, et al., Beverly Hills, CA, Depo 7/15;
85. Teamcare, et al. vs Wells Fargo Bank, et al., Los Angeles, CA, Depo 6/15;
86. Drakopoulos vs Credit Suisse, SPS, et al., Newberryport, MA, Trial 06/15 and 01/16;
87. Valdes, et al. vs Citibank, et al., Los Angeles, CA, Depo 05/15, 6/15; Trial 8/15;
88. Guerra, et al., vs Nationstar, et al., Sacramento, CA, Depo 04/15;
89. In re Tayyar, et al., Los Angeles, CA, Depo 04/15; Trial 05/15, # 2:13-bk-37454-WB;
90. Gustafson vs. SST, et al, Los Angeles, CA, Depo 03/15;
91. Thomasian vs Wells Fargo Bank, et al. Portland, OR, Depo 03/15;
92. MCWE vs Compass Bank, et al, San Diego, CA , Depo 02/15; Trial 8/15;
93. In re Duncan and Dirk, et al., Los Angeles, CA, Trial 12/14, # 2:14-bk-19628-ER;
94. Morvant vs Eastern Savings Bank, et al, Salt Lake City, UT, Depo 11/14; Trial 12/16;
95. Raima vs Wells Fargo Bank, Los Angeles, CA, Arb, 10/14;
96. In re Laube, et al., Woodland Hills, CA, Trial 10/14, # 1:13-bk-17331-VK and 17332-VK;
97. Linza vs PHH Mortgage, et al, Marysville, CA, Trial 07/14;
98. Corona, et al vs Heritage Oaks Bank, et al., Santa Barbara, CA, Depo 07/14; Trial 09/14;
99. Capil vs Mega Life, et al., San Jose, CA, Depo 06/14;
100. In re AJK Gadsen vs Sovereign Bank, et al, Woodland Hills, CA, Depo 05/14; Trial 06/14, Adv Case No. 1:13-ap-01174-MT (Related Bankruptcy Case No. 1:13-bk-12836-MT);
101. Carrillo vs Chase, et al, Riverside, CA, Depo 04/14;
102. UGS vs Pacific Shores, San Jose, CA, Depo, 04/14;
103. In re Fox, Santa Ana, CA, Trial 01/14, # 8:11-bk-10501-ES;
104. Squatrito vs CSS, Chatsworth, CA, Trial 01/14;
105. In re Hargett, Santa Ana, CA, Trial 01/14, 8:11-bk-19495-TA;
106. In re Gonzalez, Santa Barbara, CA, Trial 12/13, # 9:12-14445-RR;

107. LWL Investments, LLC vs Universal Bank, et al., Los Angeles, CA, Depo 11/13;
108. Indymac Ventures, LLC vs Anyia, et al., Los Angeles, CA, Depo 10/13; Arb 10/13;
109. Peters vs Discover, et al., Los Angeles, CA, Depo 9/13;
110. In re Kerr, et al, San Diego, CA, Trial 06/13, # 12-90204;
111. In re Bacino, FDIC, as Receiver for La Jolla Bank vs Birger Greg Bacino, San Diego,;
112. Laurelwood Group, LLC vs. East West Bank, et al., Los Angeles, CA, Depo 05/13;
113. Verdiyanyan vs Capital One, et al, San Francisco, CA, Depo 04/13;
114. In re: Ortega, Santa Barbara, CA, Trial, 3/13, # 9-10-bk-12324 RR;
115. Bacarti vs JPMorgan Chase, et al, Los Angeles, CA, Depo 3/13;
116. Kim vs JPMorgan Chase, et al, Los Angeles, CA, Depo 3/13;
117. Chang and Wong vs. Hanmi Bank, et al., San Jose, CA, Depo 2/13, Trial 06/13;
118. Downs, et al vs. Wells Fargo Home Loan, et al., Reno, Nevada, NV, Depo 1/13;
119. Gaudie vs Countrywide, et al., Chicago, IL, Depo 12/12;
120. Evans vs Trope, et al, Los Angeles, CA, Depo 11/12;
121. Khazra vs Shayan, Los Angeles, CA, Trial 10/12;
122. FDIC as Receiver for Union Bank, N.A. vs Prudential, et al., Phoenix, AZ, Depo 8/12;
123. FDIC as Receiver for La Jolla Bank vs O'Connor, et al., San Diego, CA, Depo 7612;
124. In re The Preserve, LLC vs Centerpoint, et al., Los Angeles, CA, Depo 05/12, # 2:10-ap-01296-BB and 2-10-bk-18248-BB;
125. Valencia Dodge vs Mikaelyan, Chatsworth, CA, Depo 04/12; Trial 10/12;
126. In re: Krishan, LLC, San Jose, CA, Trial 04/12, # 10-50824-SLJ;
127. Shoreline vs. Union Bank of California, Los Angeles, CA, Depo 04/12;
128. Utah First Federal Credit Union vs. Federal Insurance, et al., Salt Lake City, UT, Depo 02/12;
129. Lopez, et al., vs. Wells Fargo Bank, et al., Los Angeles, CA, Depo 02/12;
130. Anderson vs. Chase, et al., San Diego, CA, Depo 01/12;

131. United States vs. Sutherland, et al., Las Vegas, NV, Trial 01/12;
132. Dillon vs. Chase, et al, Charleston, WV, Depo, 12/11; Trial 02/12;
133. Triano vs. Summit Bank, et al, Oakland, CA, Depo 11/11;
134. Wells Fargo Bank vs White, Los Angeles, CA, Depo 11/11; Trial 05/12
135. Oxford Street Properties, LLC vs. Lance Robbins, et al, Depo 10/11;
136. In re: Tarkanian, et al., San Diego, CA, 09/11, # 10-cv-0980-WQH(BGS);
137. Mueller vs Wells Fargo Bank, San Francisco, CA, Trial 09/11;
138. Amezcua, et al vs. East West Bank, San Jose, CA, Depo 08/11; 09/11;
139. In re: The Preserve, LLC, Los Angeles, CA, Depo 08/11; Trial 08/11 and 10/11, # 2:10-ap-01296-BB and 2-10-bk-18248-BB;;
140. Kim, et al vs. CCU, et al, Las Vegas, NV, Depo 07/11;
141. Jacob vs. SDG&E, San Diego, CA, Mediation, 06/11;
142. TomatoBank vs East West Bank, Los Angeles, CA, Depo 07/11;
143. Held vs. Gilmore Bank, Santa Ana, CA, Depo ,06/11; Trial 07/11;
144. Trapasso and Justice vs Romero, et al, Stockton, CA, 05/11;
145. In re: Pacific Allied, Los Angeles, CA, Trial 03/11, # 2:10-bk-42788 BB
146. Price vs Eller, et al. Riverside, CA, Trial 03/11
147. John Doe vs Church of Latter Day Saints, et al; Los Angeles, CA, Depo 02/11
148. Empire Merchandizing vs. Bank Rhode Island, Providence, Rhode Island, Depo 02/11; Trial 02/11.
149. United States of America vs. 718 West Wilson, et al, San Diego, CA, Depo 01/11
150. Dufour vs. Informative Research, et al, Garden Grove, CA, Depo 01/11
151. Amex vs Alexander Max, et al, Rockville, MD, Depo 10/10
152. Umpqua Bank vs Larmont, et al, Sacramento, CA, Depo 10/10
153. In Re: Mammoth Arrowhead 1, LLC, Phoenix, AZ, Trial 09/10,

154. D. Alexander vs Anderson, et al, Los Angeles, CA, Depo 08/10
155. In re: Quarry Pond, LLC, et al, San Francisco, CA, Trial 06/10, # 09-33426
156. Abdi vs Mulhearn, et al, Los Angeles, CA, Arb 06/10
157. Lovett vs Citibank, et al, Los Angeles, CA, Depo 05/10; Trial 10/10; 5/12
158. Charon Solutions, Inc. vs Jensen, et al, Los Angeles, CA, Depo 05/10
159. Faye Estates, LLC vs Eastern Savings Bank, Los Angeles, CA, Depo 04/10; Trial 04/13
160. Zey vs Dyck-O'Neal, et al, St. Louis, MO, Depo 04/10
161. In re: Mendoza, et al, Santa Rosa, CA., Trial 04/10, # 09-11678-AJ
162. In re: Bacchus, et al, Santa Ana, CA, Depo 02/10; Trial 02/10, Case Number: 08 - 197457-RK jointly administrated with Case Numbers: 8:09-19450-RK and 8:09-15462-RK
163. Matthews vs Chase, et al, Jacksonville, FL, Depo 02/10
164. DeWitt vs Monterey Insurance company, et al., San Diego, CA, Depo 02/10; Trial 04/10
165. Jung vs Hamni Bank, et al., Los Angeles, CA, Depo 01/10
166. Garcia vs Triton Acceptance, Los Angeles, CA, Depo 12/09; Trial 12/09
167. CNA, et al vs Lloyds, et al, Chicago, CA, Depo 11/09
168. Hickerson vs Financial Freedom, et al, Ventura, CA Depo 11/09; Trial 09/11;
169. Perry vs Mega Life, et al., Phoenix, AZ, Depo 11/09
170. In re: McBride's RV Storage, LLC., Riverside, CA, Depo 10/09; Trial 10/09, # 6:09-bk-11279-BB
171. Cartwright vs CMI, WSFS, Experian, et al. Los Angeles, CA, Depo 09/09; 10/09; 12/09
172. Miller, et al vs. Norton Financial, Greer, Safe Harbor Financial, et al. San Diego, CA, Depo 09/09; Trial 05/10
173. Petty vs Petty, Jackson, CA, Trial 08/09
174. Marcus vs Vorspan, et al, Los Angeles, CA, Depo 07/09; Arb 08/09
175. Hwang vs Fang Fashion, et al, Los Angeles, CA, Depo 06/09
176. Elie vs Smith, San Mateo, CA, Depo 06/09

177. In re Waterstone, LLC, et al, Reno, NV, Trial 06/09. # BK-N-08-50954-GWZ
178. Heil Construction, Inc., vs Security Pacific Bank, et al., Bakersfield, CA, Depo 05/09
179. UJV, et al vs Lewis, Jennings, Ross, et al. Grand Rapids, MI, Depo 02/08; Trial 04/09
180. Blackburn vs. Duckor, et al, San Diego, CA, Dep 03/09; Arb 03/09
181. Holly Young vs Bigelow, Los Angeles, CA Depo 03/09; Trial 06/09
182. Levenson vs WaMu, et al., Los Angeles, CA, Depo 01/09; Arb 05/09
183. Drury - Countrywide, et al., Tampa, FL, Depo 10/08
184. Karen Cappuccio vs Countrywide, et al, Philadelphia, PA, Trial 09/08
185. Mark Anderson vs WaMu, et al, San Diego, CA, Depo 09/08
186. Ellis vs PHEAA, KeyBank, et al, Los Angeles, CA, Depo 07/08
187. Quinn vs Cherry Lane Auto, et al, Spokane, WA, Trial 06/08
188. In re I-5 Social Services Corporation, Debtor, Fresno, CA, Depo 05/08, # 07-13032-A-11
189. Walsh et al vs Bank of Petaluma, et al, Santa Clara, CA, Depo 04/08; Trial 09/08
190. Gorman vs HSBC, Experian, et al, New York, NY, Depo 04/08
191. Shokatz vs Better Business Financial Services, Kelly Lucas & Pacifico LLP, et al, Milwaukee, WI, Depo 03/08
192. Austin vs HSBC, et al, San Diego, CA, Depo 03/08
193. Melton vs Friend, et al, Santa Ana, CA, Depo 01/08
194. OES vs West Coast Bank, et al, Portland OR, Trial 01/08
195. Michigan First Credit Union vs CUMIS, et al, Detroit MI, Depo 12/07; Trial 01/09
196. Ligon vs Chase, et al, Dallas, TX, Depo 11/07
197. Williams vs. AutoNation, Los Angeles, CA, Depo 11/07; Trial 12/07
198. Weldon vs. Launch Marketing Concepts, Inc., Los Angeles, CA, Depo 11/07; Arbitration 12/07
199. Arnold vs LNR, Los Angeles, CA, Depo 10/07
200. Squirty's Collision, et al vs Finishmaster, et al, Depo 09/07; Trial 09/07

201. Casey vs US Bank, et al, Santa Ana, CA, Depo 09/07; Trial 10/07
202. Nardelli vs MetLife, et al, Phoenix, AZ, Depo 09/07; 08/08; Trial 03/09
203. Cha, et al vs WFB, et al, Los Angeles, CA, Depo 08/07; Trial 09/07
204. Ho, et al vs Wells Fargo Bank, et al, Los Angeles, CA, Depo 08/07; Trial 08/08
205. Ott vs Markley Group, et al, Los Angeles, CA, Depo 06/07
206. Hayden vs. Hayden, Los Angeles, CA Arbitration 05/07
207. Nelson vs. Arrow Financial Services, et al, Los Angeles, CA, Depo 04/07; Trial 05/07
208. Foppiano vs. Union Bank of Stockton, et al, Sacramento, CA, Depo 04/07
209. Board of Health Dept vs Virginia Jefferies, et al, Mansfield, OH, Depo 04/07
210. DeLuna vs Bank America, Los Angeles, CA, Depo 12/06; Trial 06/07
211. Pertiera vs Bank America, Los Angeles, CA, Depo 12/06
212. United States vs. Flores, Los Angeles, CA, Trial 12/06
213. Lehman vs Net Bank, et al, Indianapolis, In, Depo 12/06
214. Kay vs. Washington Mutual, et al., Sacramento, CA, Depo 09/06
215. Loudd vs. Weston, Consec, GreenTree, et al., Los Angeles, CA, Trial 09/06
216. Associated Bank, et al vs Brady Martz, Minneapolis, MN, Dep 0906
217. Satey vs Chase Manhattan Bank, et al, Los Angeles, CA, Dep 08/06
218. 1124 Marylin Drive Development, LLC vs Elyaszadeh, Los Angeles, CA, Dep 04/06;
Trial 07/06
219. Paradigm Industries, Inc. vs Yang, Wells Fargo Bank, et al., Los Angeles, CA, Dep
03/06; trial 04/06
220. Bank of America vs Mark Guzy, et al, San Francisco, CA, Dep 03/06
221. First State Bank of Taos, et al. vs Close, Albuquerque, NM, Dep 02/06
222. Neumann, et al. vs. Friedland, et al, San Jose, CA, Dep 02/06
223. Babijian, et al vs Union Bank of California, Los Angeles, CA, Dep 01/06

224. Bistro Executive, Inc., et al, vs Rewards Network, Inc., et al, Dep 01/06
225. Lu, et al, Los Angeles, CA, Arbitration, 11/05
226. Fisher vs Wells Fargo Home Mortgage, et al, Los Angeles, CA Dep 11/05, Trial 04/07
227. Turner vs Washington Mutual, et al, Los Angeles, CA Dep 11/05
228. Accurate Air Engineering vs Bank of America, Los Angeles, CA, Dep 11/05
229. Las vs Washington Mutual, Las Vegas, NV, Dep 09/05, Arbitration 01/06
230. Dante Valve Company, Inc, et al vs Bank of America, Los Angeles, CA, Dep 08/05
231. Amada America, et al vs Bank of America, Los Angeles, CA, Arbitration, 05/05
232. Green vs Vars, et al, Los Angeles, CA, Dep 04/05
233. White vs White, et al, Riverside, CA, Dep 03/05
234. Sherman, Abrunzo vs Stricklands, Aaron & Jacqueline and Estate of Albert Thompson, et al, Chatsworth, CA, Trial 02/05, No. PC 033244-V
235. Harman vs California Federal Bank, et al, Van Nuys, CA, Dep 1/05, Trial 2/05, No. LC059430
236. Reizian vs Mehrdad Arya, Global Capital Group, Inc., The Escrow Group, et al, San Diego, CA, Trial 02/05, No. GIC 819536
237. Barry vs California Bank and Trust, et al, Orange County, CA, Dep 01/05, No. 04CC04393
238. Norma Berneman, et al vs. Ira Shear, Bank of America, et al, Los Angeles, CA, Dep 9/04 BC 278 601
239. Invelj, Inc. vs AMK Management, Inc., et al, Van Nuys, CA, Trial 07/04 02E08010
240. Federal Insurance Corporation and Plum Creek Marketing, et al vs Bank America, Cal Fed, et al, Ventura, CA, Dep 06/04 CIV 215700
241. Barbara San Martin vs. Antioch Credit Union, Martinez, CA, Dep 05/04
242. Humbolt Bank, et al vs Gulf Insurance Company, San Francisco, CA, Dep, 05/04 C03-1799 SC ARB
243. Vasquez, et al vs Beneficial Finance, Portland, OR, Trial 01/04
244. United Grand vs Farmers & Merchants Bank, et al, Long Beach, CA, Dep 01/04, No. BC296270

245. Commercial Programming Systems, Inc. vs Briggs & Baker, et al, Los Angeles, CA, Dep 12/03; Trial 02/04
246. Ferrera vs Henry C. Hansel, Inc., et al, Santa Rosa, CA, Dep 12/03, No. 231480
247. Beach, et al vs Bank of America, et al, San Francisco, CA, Dep 11/03
248. Aquino vs Providian, Fresno, CA, Madera County No. CV18758, Dep 10/03
249. Martinez vs Onyx Acceptance Corporation, et al, Fresno, CA, Trial 8/03
250. FFS, et al vs Bank of Saipan, Abilene, TX, Dep 7/03; Trial 04/05
251. SoCal Housing Partners, LLC vs Gregory S. Hancock, Darrell Hoover, et al, Los Angeles, CA, Depo 6/03
252. Anthony Kalajian vs. Patricia Dubon, Aames, et al, Los Angeles, CA, Dep 5/03
253. Wells Fargo Bank vs Peter Knibb, et al, Los Angeles, CA, Dep 5/03
254. Spectrum Glass and Aluminum, Inc., et al vs People's Bank of California, et al, Los Angeles, CA, No. EC – 033501, Dep 3/03
255. Nilchin vs Cohen, et al, Los Angeles, CA, Trial 3/03
256. Luther vs Bank of America, Moreno Valley Honda, et al, Riverside, CA, Dep 01/03
257. Corbett vs Bank of America, Hayward Dodge, et al, Oakland, CA, Dep 11/02, 12/02
258. Costa vs Fresno Surgery Center, et al, Fresno, CA, Dep 10/02; Trial 11/02
259. Bank of America, et al vs Prime One Capital, Bridgeport, CN, Federal Court, Trial 10/02
260. California Federal Bank vs Russell Crawford, et al, Los Angeles, CA, No. BC – 144590, Trial 9/02
261. INET Interactive Network System, Inc., Debtor-in-Possession, Plaintiff, vs Global Crossing Bandwidth, Inc., fka Frontier Communications of the West, Inc., Defendant, No. LA 01-13671-KM, Dep 9/02
262. Alaska Petroleum Environmental Engineering vs Antiquarian Traders, et al, Los Angeles, CA, No. LASC BC 260006, Trial 8/02
263. Global Interactive Marketing, et al. vs Joseph Clark, United Nevada Trade International, et al., Los Angeles, CA, No. SC 059148, Dep 7/02, Trial 3/03
264. Grumbo vs Bretz, Los Angeles, CA, No. SC 059095, Dep 7/02

265. Sam Carroll and GOCO Acquisition Corp. vs German American Capital, et al., Birmingham, AL, No. 01-T-981-5, Federal Court, Dep 6/02
266. Duran vs. Citicorp, Santa Clara, CA, No. CV-790369, Dep 6/02
267. Fyke and Falcone vs. Screen Shop, Santa Clara, CA, Trial 5/02
268. Bill's Quik Stop vs West America Bank, et al., Fresno, CA, Dep 5/02
269. Krantz vs Philpott, et al., Los Angeles, CA, Dep 1/02
270. Bank of America vs San Ramon Carriage Co., Inc., et al, Contra Costa County, CA, No. C00-04854, Dep 10/01; Trial 11/01
271. David Kim vs California Korea Bank, No. BC108719, Los Angeles, CA, Trial 8/01
272. Spring Mountain Homes, et al vs Upland Bank, American Arbitration Association No. 72-110 00981, Upland Bank - MJE, Los Angeles, CA, Arbitration 8/01
273. Viva Tiger, Inc. vs Cathay Bank, Pasadena, CA, Dep 6/01, Trial 7/0;
274. Marine Village Townhomes Association vs Hawthorne Savings and Loan, No. YC 032 949, Los Angeles, CA, Dep 5/01;
275. Abatti vs Floyd, et al, Imperial, CA; SC case No. 89994Dep 3/01, Trial 5/01;
276. Lee vs Bank of America, Los Angeles, CA; Dep 1/01, Trial 2/01;
277. EIE Guam Corporation vs The Long Term Credit Bank of Japan, Ltd., et al., United States District Court of Guam, Territory of Guam, No. 00-00009; Dep 11/00; 12/00;
278. In re: Cimms, et al, Los Angeles, CA;
279. Kroupa vs Sunrise Ford, AT&T, et al, Los Angeles, CA; ECO 14965, Trial 11/00
280. Reyes vs Car Gallerie, et al, United States District Court, Los Angeles, CA; CV -00-5673-MWB; Trial 10/00
281. Bank of America vs Larry Whithorn; Riverside, CA, RIC 310840; Dep 9/00
282. Kane vs Capital One, et al; GIC733574; San Diego, CA; GIC 733574; Dep 8/00
283. Larry Nix, et al vs Westcorp, et al.; Los Angeles, CA; BC 204188; Dep 8/00
284. Coast Business Credit vs Roger Hay, Ken Campbell, et al.; Orange County Superior Court; No. 787394; Dep 5/00
285. Hanna vs American Dream Equity Home Loan Corporation; Los Angeles, CA; EC026426; Dep 2/00

286. Life Benefactors, LP vs Transamerica, et al; San Diego, CA; 723176; Dep 1/00; Trial 3/00
287. Peter Ligeti vs Advanta National Bank; Santa Clara, CA; CV 770626; Dep 11/99
288. Ambriz, et al vs Greentree Financial; Elko, NV; #29128; Dep 10/99; Trial (A) 11/99
289. In re: Nellis Arms Apartments; Las Vegas, NV; 99-12278 LBR; Dep 9/99; Trial 9/99
290. B&B Sons Enterprises, Joseph and Nancy Benvenuti vs La Salle National Bank, et al; Sacramento, CA; # 74-Y148-0181-98; Dep 6/99; Trial (A) 6/99
291. Davina Willis vs J. G. Wentworth SSC; San Francisco, CA; Dep 8/99
292. Davis vs A&L, et al; Riverside, CA; 273753; Dep 6/99
293. In re: Crystal Properties, Ltd; San Fernando Valley, CA; SV 97-18796-KL; Dep 5/99; Trial 7/99
294. In re: Maroa Park Apartments; Modesto, CA; 98-95624-A-4; Dep 6/99; Trial 8/99
295. Ohai vs WHC-Three Investors, The Archon Group, et al; Los Angeles, CA; AAA Case No 72-1480039098; Trial (Arbitration) 3/99
296. In re: Florence, et al; Las Vegas, NV; Dep 1/99
297. Ambassador Hotel Co. LTD vs Wan Yuan Lin, et al; Los Angeles, CA; No 176479; Dep 2/99
298. Wendell vs Wells Fargo Bank; San Francisco, CA; 983597; Dep 4/99
299. Bragg vs Hawthorne Savings Bank; Los Angeles, CA; Trial 11/98
300. Rosario Sobremonte; Amparo Esperidion, et al vs Bank of America; Los Angeles, CA; BC 127133; Dep 9/98
301. Finnocario, et al vs Wells Fargo Bank, et al, Los Angeles, CA, Depo est 09/98
302. Yang, et al vs Bank of America; Los Angeles, CA; Los Angeles; VC 020377; Dep 3/98 est
- 303.** EMC Mortgage Co., et al vs Christensen, et al; Fresno, CA; Trial 2/97 est
304. Fuchs and Marshall, et al vs Hwai-Tang Chen, et al ; Santa Monica, CA; SC047845; Trial 11/98 est
305. Union Oil Company of California vs Mobil Oil; Los Angeles, CA; Dep 10/98est; Trial 11/98 est

306. Tillman Fabric, Inc vs New Progress Enterprise Co., et al; Los Angeles, CA; BC 161449; Trial 7/98
307. Budak vs Grossman; Los Angeles, CA; Dep --/97 est; Trial (Arbitration) --/98
308. Imperial Bank vs Robert Selan, et al; Los Angeles, CA; LC038665; Dep --/98 est
309. Sukow vs Republic Western Insurance Company, et al; Los Angeles, CA; BC 142792; Dep -- /98 est
310. In re. Silveira, et al; Modesto, CA; 96-92575; Trial 11/96
311. In re. Playa Pacifica, et al; Santa Ana, CA; SA96-11937-JW; Dep 10/96
312. Federal Deposit Insurance Corporation vs BMB Properties, et al; Los Angeles, CA; C 669033 consolidated into C 669294; Dep 8/97; Trial 9/97
313. Quiter/Nikkel vs Watsonville Cogeneration Partnership, State Street Bank and Trust Company of California and Ford Motor Credit Company, et al; San Francisco, CA; 969360; Dep 5/97; Trial 6/97
314. Takaki vs Hawthorne Savings Bank; Los Angeles, CA; YC 021815 Dep 4/97 est. and 2/99; Trial 6/97 and 3/99
- 315.** The Official Oversight Committee vs Levene & Eisenberg, Alliance Bank, et al; Santa Barbara, CA; 213552; Dep 10/97
316. Bilma Sadah vs Wells Fargo Bank, Chemical Bank, et al Los Angeles; YC 025096; Dep 10/98 est; Trial 3/99
317. Kertesz vs Home Savings of America; Santa Monica, CA; SC 037986; Dep 9/97
318. O.T. vs Valle Verde Foods; Los Angeles, CA; Trial (Arbitration) 11/97 est
319. Monarch Bank, et al; Santa Ana, CA; Dep 6/97
320. Patel vs Pacific Inland Bank; Los Angeles, CA; LC 018345; Dep 97 est
321. Hughes vs Home Savings Association, et al; Santa Barbara, CA; 211477; Dep 1/97; Trial 3/97
322. Beck Oil, Inc vs Bank of America; Los Angeles, CA; Dep 2/97; Trial 3/97
323. In re: Hansohl, Inc., et al; Los Angeles, CA; Dep 1/97
324. Tokai Bank of California vs KSS Real Estate Group, et al; Los Angeles, CA; BC131203; Trial 6/96

325. Powertrain, et al vs Haifa; Santa Ana; CA; Trial 7/96 est
326. In re: Maulhardt Industrial Center; Santa Barbara, CA; ND 95-15475-RR; Trial 5/96
327. Guny vs Lieb, et al; Ventura, CA; 114052; Trial --/96
328. Tillack & Co., Ltd vs Diane Tubergen, Wells Fargo Bank, The Sanwa Bank of California, et al BC 058825; Los Angeles, CA; Dep --/94; Trial (Arbitration) 4/96 est
329. Timothy Watson vs The Downey Venture, et al; Los Angeles, CA; BC 098430; Dep --/96 est
330. Farnon vs World Savings, Santa Monica Bank, Argus, et al; Los Angeles, CA; LC 022237; Dep 5/95; Trial 7/95
331. First American Title Company vs Bank of America, et al; Los Angeles, CA; BC 098416 Dep est. 1995
332. Hanmi Bank vs Kim, You, et al; Los Angeles, CA; Dep --/95
333. Mosely vs Farmers and Merchants Bank; Los Angeles, CA; NC 012950; Dep --/95 est
334. Pelletier vs Behrens, et al; Los Angeles, CA; CV 890969-RMT Dep est 1995; Trial 11/99
335. In re. Gateway Properties, et al and The Alicante Management Co, et al; Santa Ana, CA; SA95-10963JR and 95-12694JR; Trial est 95

The aforementioned list may be supplemented in the event that a matter(s) was inadvertently omitted. Dates have been estimated to the best of my recollection.

Exhibit 5

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

<p>MATTHEW L. CHIPEGO, CHARLENE K. MOWREY, KIMBERLY CATALANO-PIKE, EXECUTRIX OF THE ESTATE OF CONSTANCE C. CHURCHILL, DECEASED, JORDAN J. EWING, ADMINISTRATOR OF THE ESTATE OF JOSEPH W. EWING, DECEASED individually and on behalf of themselves and all other similarly situated,</p> <p style="text-align:right">Plaintiffs,</p> <p style="text-align:center">v.</p> <p>FIVE STAR BANK and FINANCIAL INSTITUTIONS, INC., Defendants.</p>	<p>MAY TERM, 2017</p> <p>NO. 002466</p> <p>CLASS ACTION</p>
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CERTIFICATION OF CARLO SABATINI

I, Carlo Sabatini, declare the following:

1. I am co-counsel for the plaintiffs and the certified classes in this case. This Certification is submitted in support of Plaintiffs' Motion for Final Approval of Class Action Settlement.

2. I am a member in good standing of the bars of the following courts: Supreme Court of Pennsylvania, United States District Court for the Middle District of Pennsylvania, United States District Court for the Eastern District of Pennsylvania, United States District Court for the Western District of Pennsylvania, United States Court of Appeals for the Third Circuit, and the United States Supreme Court.

3. I have been a lawyer since 1999, the year that I graduated *magna cum laude* from Widener University School of Law - Harrisburg. I was ranked second in my class of 118 students. In 1992, I graduated from Bucknell University with a Bachelor of Science degree.

4. I am a contributing author to *Pennsylvania Consumer Law* by Carolyn Carter, Bixel Publishing Co., 2003, Supp. 2022. This is the leading legal treatise on Pennsylvania consumer law issues.

5. As an instructor at the Administrative Office of Pennsylvania Courts I taught consumer law to prospective Magisterial District Judges.

6. I have taught continuing legal education courses on the Fair Debt Collections Practices Act, the Real Estate Settlement Procedures Act, and the Bankruptcy Code.

7. My firm has filed several hundred cases asserting violations of the bankruptcy laws or various consumer protection statutes. I have tried some of those non-bankruptcy cases to jury.

8. I am a member of the Federal Bar Association, the Middle District Bankruptcy Bar Association, the Lackawanna County Bar Association, the Wilkes-Barre Law and Library Association, and the National Association of Consumer Bankruptcy Attorneys.

9. I have been co-counsel of record in the following successful appellate cases involving important consumer issues of first impression: *In re Aleckna*, 13 F.4th 337 (3d Cir. 2021). *Barbato v. Greystone Alliance, LLC*, 913 F.3d 260, (3d Cir. Feb. 22, 2019); *Krieger v. Bank of Am., N.A.*, 890 F.3d 429 (3d Cir. 2018); *Daubert v. NRA Grp., LLC*, 861 F.3d 382 (3d Cir. 2017); *Evankavitch v. Green Tree Servicing, LLC*, 793 F.3d 355 (3d Cir. 2015); *Gager v. Dell Fin. Servs.*, 727 F.3d 265 (3d Cir. 2013).

10. I have been appointed as co-counsel for certified classes of consumers in the following cases: *Elaine v. Credit Control, LLC*, 2:15-cv-01271-RAL, Docket Entry 126 (E.D. Pa. December 6, 2018); *Benefield v. ESSA Bancorp, Inc.*, Docket 16-cv-1381 (Phila. Comm. Pleas April 20, 2018); *Saxe v. First Nat'l Cmty. Bank*, Docket 13-cv-5071 (Lacka. Comm. Pleas

May 31, 2017); *Good v. Nationwide*, 314 F.R.D. 141 (E.D. Pa. 2016); *Richards v. Client Services, Inc.*, 2015 WL 5836274, *2 (M.D. Pa. October 5, 2015); *Blandina v. Midland Funding, LLC*, 303 F.R.D. 245, 254 (E.D. Pa. 2014); and *Dorrance v. ARS National Services, Inc.*, 12-2502, Doc. 31 (M.D. Pa. September 26, 2014).

11. I have billed for services rendered in this case at the rate of \$735 per hour.

12. This rate is consistent with the prevailing market rates in the relevant community for consumer rights litigation work of similar skill level and experience.

13. The Community Legal Services of Philadelphia Fee Schedule indicates that an appropriate hourly rate for attorneys with more than 25 years of experience is from \$735.00 - \$850.00. <http://clsphila.org/about-cls/attorney-fees>.

14. The rate that is being sought is similar to rates that are charged by other attorneys in the relevant community who perform hourly services on a contingent basis.

15. It is my firm's practice to maintain time records using standard time-billing software. I have spent over 232 hours on this matter. The hours spent are fair and reasonable and were necessarily incurred in the prosecution of this action.

16. I have incurred \$4,733.71 in costs for which I seek reimbursement, itemized as follows:

a. Travel-related expenses:	\$4,033.71
b. Mediation fees:	\$700.00

I hereby state that the facts above set forth are true and correct to the best of my knowledge, information, and belief. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Executed on October 23, 2025

s/ Carlo Sabatini
Carlo Sabatini

Exhibit 6

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

MATTHEW L. CHIPEGO, CHARLENE K. MOWREY, KIMBERLY CATALANO-PIKE, EXECUTRIX OF THE ESTATE OF CONSTANCE C. CHURCHILL, DECEASED, JORDAN J. EWING, ADMINISTRATOR OF THE ESTATE OF JOSEPH W. EWING, DECEASED
individually and on behalf of themselves and all other similarly situated,

Plaintiffs,

v.

FIVE STAR BANK and
FINANCIAL INSTITUTIONS, INC.,
Defendants.

MAY TERM, 2017

NO. 002466

CLASS ACTION

CERTIFICATION OF MATTHEW A. PARHAM

I, MATTHEW A. PARHAM, an attorney admitted to practice in the State of New York, affirm under penalty of perjury as follows:

1. I am a member of the bar of the State of New York, and am admitted pro hac vice in this Court for the purposes of this action. My firm is co-counsel for the Plaintiffs and the certified classes in this action. This Certification is submitted in support of Plaintiffs' Motion for Final Approval of Class Action Settlement.

2. I am the Director of Litigation and Advocacy at the Western New York Law Center, a nonprofit legal services provider headquartered in Buffalo, New York that serves primarily indigent individuals throughout nine counties of Western New York in matters relating to consumer credit, housing, civil rights, and public benefits, among other things. The Law Center has 30 employees including 16 attorneys. In my current position I am a member of the Law Center's upper management.

3. The Law Center was founded in 1996, after Congress imposed restrictions on the matters that organizations funded by the federal Legal Services Corporation could handle, which included prohibiting them from handling class actions. The Law Center was founded as a non-LSC funded organization that could handle class actions and other matters that were previously handled by organizations receiving federal funding.

4. I have worked full time at the Law Center since 2012, when I was hired to found and supervise the Law Center's consumer practice area. I have served as the Law Center's Director of Litigation and Advocacy (a position that previously did not exist) since spring 2024. In my current role I supervise all litigation activities of the Law Center's various units, which include matters relating to consumer debt and consumer transactions, residential and commercial evictions, home foreclosures, small business matters, public school discipline, the rights of disabled public school students, housing discrimination, and access to public benefits. I also oversee the Law Center's attorney training and professional development, public outreach, and policy advocacy including lobbying and community reinvestment advocacy.

5. Immediately before working at the Law Center, from 2010 to 2012 I operated a solo private law practice in Buffalo that handled consumer and civil rights matters as well as miscellaneous other litigation matters including commercial litigation among small businesses.

6. Between 2006 through 2010 I was a Litigation Associate at the law firm Sullivan & Cromwell, LLP, at its Manhattan headquarters. While at Sullivan & Cromwell I served as a counsel of record to companies in various complex litigation matters involving banking, securities, and other financial regulatory issues, including defending clients against multi-billion dollar liability claims in the multidistrict Enron securities-fraud class action litigation in Houston, Texas federal court, *In re Enron Corp. Sec., Deriv. & "ERISA" Litig.*, No. MDL 1466,

Civ. A. No. H-01-3624 (S.D. Tex.); the General American litigation in St. Louis, Missouri state court, *Ommen v. Goldman, Sachs & Co.*, Case No. 04-07300A (Mo. Cir. Ct. St. Louis City); and several related shareholder derivative cases in the New York County Supreme Court's Commercial Division, e.g., *Security Police & Fire Professionals of Am. Ret. Fund v. Blankfein*, Index No. 650740/09 (Sup. Ct. N.Y. County). I also represented clients in a number of smaller commercial litigation matters in various state and federal courts. During my last several years at Sullivan & Cromwell I served as senior associate on these cases, responsible for supervising teams of junior attorneys and paralegals. I also served as lead counsel in an immigration matter that went to trial in the Southern District of New York before the Honorable Denny Chin, resulting in a significant reported decision, *Lawson v. USCIS*, 795 F. Supp. 2d 283 (S.D.N.Y. 2011). For my work on that case I received the 2010 and 2011 *Pro Bono Publico* awards from the Legal Aid Society of New York.

7. I am admitted to practice and a member in good standing of the bar of the courts of the State of New York (2006), the United States District Courts for the Southern (2006), Eastern (2006), and Western (2010) Districts of New York, the United States Bankruptcy Court for the Western District of New York (2014), and the United States Court of Appeals for the Second Circuit (2010). Additionally, I have been admitted *pro hac vice* in various state and federal courts including in Texas and Missouri.

8. I graduated *magna cum laude* from the NYU School of Law in 2004. While at NYU, I served as an Articles Editor of the NYU Law Review, and was also elected to the Order of the Coif honor society. After law school and before beginning to practice I served as a chambers law clerk for the Honorable Rosemary S. Pooler of the United States Court of Appeals for the Second Circuit during the 2004-2005 term.

9. Before Law School, I attended The Johns Hopkins University, where I graduated in 1998, earning a B.A. with Honors and Departmental Honors, and was also elected a member of the Phi Beta Kappa honor society in 1998. I received the 1998 J.J. Sylvester Award in Mathematics at Johns Hopkins. I went on to receive an M.A. degree in Mathematics from Johns Hopkins in spring 1999 and another M.A. in Mathematics from the Columbia University Graduate School of Arts and Sciences in fall 1999.

10. I have been a member of the National Association of Consumer Advocates (“NACA”) since 2013. I am also a member of the New York State Bar Association.

11. I have taught numerous continuing legal education courses on consumer law topics, including a CLE on Basic Consumer Law in 2012 in Buffalo, New York sponsored by the Erie County Volunteer Lawyers Project; a session on creating limited scope law clinics to assist consumer debt defendants at the Partnership Conference sponsored by the New York State Bar Association in 2014 in Albany, New York; a lunchtime class on the Fair Credit Reporting Act in 2014 held virtually and sponsored by the Empire Justice Center; two “Consumer Law Updates” sponsored by the Law Center in Buffalo, New York in 2015; a lunchtime program at the Erie County Bar Association in Buffalo, New York on consumer debt in 2017; and a basic consumer law training at the Onondoga County Volunteer Lawyers Project in Syracuse, New York in 2019.

12. Also in 2019, in collaboration with now Court of Appeals Judge Anthony Cannataro and Supreme Court Justice Debra Givens, I taught a course on “Basics of Consumer Debt” at the New York Judicial Institute’s New Judges Seminar at Pace University Law School in White Plains, New York.

13. In 2012 I served as an adjunct professor at the SUNY-Buffalo Law School co-teaching a consumer finance litigation clinic. I taught consumer law as a guest lecturer at the

SUNY-Buffalo Law School's New York City Program in Finance and Law for a week in 2013 and again in 2014. I served as a guest lecturer at the SUNY-Buffalo Law School's Civil Rights and Transparency Clinic in 2023, teaching basic consumer law.

14. I have appeared regularly in local media to discuss topics related to consumer and civil rights law, including Channels 2 and 4 and on various radio programs. I have published articles on consumer law matters in the NYSBA's Pro Bono News and the Erie County Bar Bulletin. I regularly give public presentations on consumer rights to various groups in the Buffalo community.

15. Since 2024 I have served as the co-chair of the Steering Committee of New Yorkers for Responsible Lending, a statewide coalition of over 160 nonprofit organizations that advocates for fair and affordable financial services for all New Yorkers. I previously served as the co-chair of the Consumer Finance Working Group of NYRL, from 2018 to 2022.

16. While at the Law Center I have served as counsel of record in hundreds of cases, including dozens of affirmative litigation matters raising consumer finance issues under laws such as the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, the Real Estate Settlement Procedures Act, and New York's Consumer Deception Law. I have also handled a number of appeals, including *Ally Financial Inc. v. Jonathan*, 187 A.D.3d 1634, 133 N.Y.S.3d 361 (4th Dep't 2020), which resulted in a significant decision from the Appellate Division.

17. From its founding to the present the Law Center has maintained an active affirmative litigation practice in the areas of consumer protection and civil rights and has served as class counsel in numerous certified class actions in state and federal courts, including *Martin v. Werner*, 06-CV-00094E (W.D.N.Y.) (class action on behalf of Erie County residents whose public benefits applications were not timely processed); *Kari C. and April M. v. Muller*, 6:09-

CV-06367 (W.D.N.Y.) (class action on behalf of Steuben County residents whose public benefits applications were not timely processed); and *McCoy v. Restaino*, 1:13-cv-00711-RJA-HBS (W.D.N.Y.) (class action on behalf of Niagara County residents whose public benefits applications were not timely processed).

18. The Law Center and I, together with co-counsel, currently serve as appointed class counsel to two certified classes in the case *Black Love Resists in the Rust v. City of Buffalo*, Case No. 18-cv-719 (W.D.N.Y.).

19. Attorneys' fees awards in consumer, civil rights, and other fee-shifting eligible cases provides critical support for our work at the Law Center. As noted above, unlike traditional legal services offices, the Law Center receives no funding from the federal Legal Services Corporation. Instead, the Law Center provides legal services at no cost to low income people using funding from limited state appropriations, foundation grants, contracts, donations, and, importantly, awards of attorneys' fees in consumer and civil rights cases. Attorney fees allow us to increase the scope of free legal services we provide to financially strapped Western New York consumers.

20. My hourly rate for 2025 is \$375.00. This represents a fair, reasonable market rate for an attorney of my experience and credentials in the Buffalo, NY area. As an attorney in private practice most recently in 2012 I charged and received from paying clients a rate of \$225 to handle litigation matters. Applying the consumer price index to this rate would translate to a current rate of \$336.41 (*see* the CPI calculator at the Bureau of Labor Statistics website, https://www.bls.gov/data/inflation_calculator.htm). I also have 13 more years of experience, justifying my current rate of \$375. *See Copeland-Turner v. Wells Fargo Bank, N.A.*, No. 3:11-cv-37-HZ, 2012 WL 92957, at *3 (D. Or. Jan. 11, 2012) (applying CPI inflation calculation to

determine current reasonable hourly attorneys' fees from past reasonable fees). Shortly after I started full-time at the Law Center, in 2013 an opposing party agreed to pay attorneys' fees at that \$225 rate to settle a pending application for attorneys' fees in an FDCPA action, *Williams v. Thunderbolt Holdings, LLC*, Case No. 1:13-cv-00574-JTC (W.D.N.Y.).

21. The requested rate is consistent with fee awards in the Western District of New York, where I practice. In *Williams v. Beemiller, Inc.*, No. 05-CV-836S(F), 2010 WL 891001, at *4 (W.D.N.Y. Mar. 10, 2010), *rev'd because fee-shifting did not apply*, 416 Fed. Appx. 97 (2d Cir. Mar. 25, 2011), the Court approved an award in 2010 of \$200 per hour for an attorney with a combined total of ten years' federal judicial clerkship and litigation experience. Applying the CPI calculator would translate this to a current rate of \$299.03 for an attorney with 11 fewer years of experience than me. The Court in *Ozbakir v. Scotti*, 906 F. Supp. 188, 201 (W.D.N.Y. Nov. 28, 2012), approved a rate of \$275 for a law firm partner, which is the private sector equivalent to my position. This translates to a current rate of \$393.06, which is more than my rate.

22. The National Law Journal conducted a nationwide survey of private firm attorney fees in 2011, which reported that Buffalo-area firms charged \$240-\$420 for partner time, averaging \$378. This translates to a current range of \$353.07 to \$617.86 and an average of \$556.09. NLJ's 2010 nationwide survey reported Buffalo area rates for partner time ranging between \$230 and \$450, with the lowest reported average for any Buffalo-area firm being \$350, which would translate to \$523 today. *See A nationwide sampling of law firm billing rates*, Nat'l L. J., Dec. 6, 2010; *A nationwide sampling of law firm billing rates*, Nat'l L. J., Dec. 19, 2011.

23. Thus, the requested rate of \$375 an hour is well within the range of reasonable fees for an attorney of my experience and background.

24. I and the other Law Center attorney who primarily worked on this case until he left the Law Center in 2019, Stephen Cho, have been heavily involved in the case. Mr. Cho previously represented Joseph Ewing, one of the two New York class representatives, on another matter, in the course of which we successfully sought to vacate a default judgment that had been entered against him for Five Star Bank's deficiency claim. In the course of reviewing the papers in that matter Mr. Cho and I recognized the UCC Article 9 violation contained in Five Star's pre-disposition notice. We later located Constance Churchill, the other New York class representative, who was a defendant in a pending action brought by Five Star Bank to collect its deficiency judgment. We took over her representation in that matter from another legal services agency and obtained a stay while this matter was pursued. After this class action was filed, I assisted in much of the legal research and briefing of the New York issues in the case, including taking the lead on briefing parts of Plaintiffs' motion for partial summary judgment, specifically the key issue of the New York statute of limitations.

25. Pursuant to the recordkeeping policies of the Law Center, I and the other attorneys and paralegals who have worked on the case kept contemporaneous records of their time in our office's timekeeping system.

26. Altogether, four attorneys have devoted time to the case: myself, Stephen Cho (who was admitted to practice in 2012), Arianna Gabriel (who was admitted in 2024) and Heather Klein (who was admitted in 2024). For the same reasons given above regarding my rate, I believe that appropriate hourly rates for these attorneys are \$275 for Mr. Cho and \$225 for each of Ms. Gabriel and Ms. Klein. Additionally, three paralegals have devoted some amount of time to the case. I believe a reasonable billing rate for this paralegal time to be \$125 an hour.

27. Our time records show the following breakdown of time spent by our firm by each attorney:

Name	Hours
Matthew Parham	262.64
Stephen Cho	43
Arianna Gabriel	0.8
Heather Klein	0.5
Paralegals	1.66
Total	307.6

44. This time was all reasonable and necessary to the successful prosecution of this action.

45. Because cocounsel bore most of the costs of the action, our request for reimbursement of necessary costs and expenses is limited and consists only of the following:

a. Travel, parking, etc:	\$256.65
b. Filing fee:	\$45
TOTAL	\$301.65

I, Matthew A. Parham, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief). I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Date: 10/27/25

s/Matthew A. Parham
MATTHEW A. PARHAM

Exhibit 7

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DUANE E. NORMAN, SR.,
on behalf of himself and all others similarly situated,

Plaintiff,

v.

TRANS UNION, LLC,

Defendant.

No. 2:18-cv-05225-GAM

FINAL APPROVAL ORDER

This matter, having come before the Court on Plaintiff's Motion for Final Approval of the proposed class action settlement with Defendant Trans Union, LLC ("Trans Union" or "Defendant"); the Court having considered all papers filed and arguments made with respect to the settlement, and having certified, by Order on August 14, 2020 (ECF 47-48), a class, and the Court, being fully advised finds that:

1. On July 21, 2025, the Court held a Final Approval Hearing, at which time the parties were afforded the opportunity to be heard in support of or in opposition to the settlement. The Court received ten (10) objections regarding the settlement.

2. Notice to the Settlement Class required by Federal Rule of Civil Procedure 23(e) has been provided in accordance with the Court's Preliminary Approval Order. Such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances, including the dissemination of individual notice to all members who can be identified through reasonable effort; and satisfies Rule 23(e) and due process.

3. Defendant has timely filed notification of this settlement with the appropriate officials pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715.

4. The terms of the Settlement Agreement are incorporated fully into this Order by reference. The Court finds that the terms of Settlement Agreement are fair, reasonable, and adequate in light of the complexity, expense and duration of litigation and the risks involved in establishing liability, damages, and in maintaining the class action through trial and appeal.

5. The Court has considered the factors enumerated in Rule 23(e)(2) and finds they counsel in favor of final approval.

6. The Court finds that the relief provided under the settlement constitutes fair value given in exchange for the release of claims.

7. The parties and each Settlement Class Member have irrevocably submitted to the jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement Agreement.

8. The Court finds that it is in the best interests of the parties and the Settlement Class and consistent with principles of judicial economy that any dispute between any Settlement Class Member (including any dispute as to whether any person is a Settlement Class Member) and any Released Party which, in any way, relates to the applicability or scope of the Settlement Agreement or the Final Judgment and Order should be presented exclusively to this Court for resolution by this Court.

It is therefore **ORDERED AND DECREED** that:

Plaintiff’s Motion for Approval of the Class Action Settlement, ECF 178, and Plaintiff’s Motion for Attorney Fees and Reimbursement of Litigation Costs and Expenses to Class Counsel and for a Service Award to the Class Representative, ECF 173, are **GRANTED**.

9. This action is a class action against Trans Union, on behalf of a class of consumers that has been defined as follows:

All consumers with an address in the United States and its territories to whom Trans Union sent its “502 Letter” in response to a written dispute of an inquiry from December 5, 2016 to January 31, 2025.

10. The Settlement Agreement submitted by the parties for the Settlement Class is finally approved pursuant to Federal Rule of Civil Procedure 23(e) as fair, reasonable, and adequate and in the best interests of the Class. The Settlement Agreement, including the monetary relief set forth therein, shall be deemed incorporated herein and shall be consummated in accordance with the terms and provisions thereof, except as amended or clarified by any subsequent order issued by this Court.

11. As agreed by the parties in the Settlement Agreement, upon the Effective Date, the Released Parties shall be released and discharged in accordance with the Settlement Agreement.

12. As agreed by the parties in the Settlement Agreement, upon the Effective Date, each Class Member is enjoined and permanently barred from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts any claims released by Settlement Class Members under the Settlement Agreement.

13. Upon consideration of Class Counsel’s application for fees and costs and other expenses, the Court awards \$7,666,667.00 as reasonable attorneys’ fees and \$221,150.00 as reimbursement for reasonable out-of-pocket expenses, which shall be paid from the Settlement Fund.

14. The following are approved as *cy pres* recipients: the National Consumer Law Center and the National Center for Law and Economic Justice.

15. Upon consideration of the application for an individual settlement and service award, the Named Plaintiff, Duane E. Norman, Sr., is awarded the sum of fifty thousand dollars

(\$50,000.00), to be paid from the Settlement Fund, for the service he has performed for and on behalf of the Settlement Class.

16. The Court overrules any objections to the settlement. After carefully considering each objection, the Court concludes that none of the objections create questions as to whether the settlement is fair, reasonable, and adequate.

17. Neither this Final Judgment and Order, nor the Settlement Agreement, shall be construed or used as an admission or concession by or against the Defendant or any of the Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the claims released by the Settlement Class. This Final Judgment and Order is not a finding of the validity or invalidity of any claims in this lawsuit or a determination of any wrongdoing by the Defendant or any of the Released Parties. The final approval of the Settlement Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Plaintiff, the Settlement Class Members, or the Defendant.

18. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this settlement, including the administration and consummation of the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendant and each member of the Settlement Class for any suit, action, proceeding or dispute arising out of or relating to this Order, the Settlement Agreement or the applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Settlement Class Member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent

possible under applicable law, the parties hereto and all Settlement Class Members are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

19. This action is hereby dismissed on the merits, in its entirety, with prejudice and without costs.

20. The Court finds, pursuant to Federal Rule of Civil Procedure 54(b), that there is no just reason for delay, and directs the Clerk to enter final judgment.

21. The persons listed on **Exhibit 1** hereto have validly excluded themselves from the Settlement Class in accordance with the provisions of the Settlement Agreement and Preliminary Approval Order and are thus excluded from the terms of this Order. Further, because the settlement is being reached as a compromise to resolve this litigation, including before a final determination of the merits of any issue in this case, none of the individuals reflected on Exhibit 1 may invoke the doctrines of *res judicata*, collateral estoppel, or any state law equivalents to those doctrines in connection with any further litigation against Trans Union in connection with the claims settled by the Class.

BY THE COURT:

/s/ Gerald Austin McHugh
UNITED STATES DISTRICT JUDGE

Dated: July 22, 2025

Exhibit 1 - Individual Requests for Exclusion

	Opt Outs From Notification of Pending Class Action Suit mailing process in 2021	Opt Outs From Notice of Proposed Settlement mailing process in 2025	
1	ABDALLAH, MAHMUD SAIED	AGUILAR, LIZETTE G	MCINTYRE, TASHA
2	AMORESANO, LUKE THOMAS	ALBRECHT, DAVID	MEAKENS, MICHAEL L
3	ANGLADA, DIANA L	ALFORD, CLARK	MELENDEZ, DAVID ANTHONY
4	AZEVEDO, TIAGO J	AMAZAN, MELILA	MITCHELL, PATRICIA ESTELLA
5	AZUARA, JULIO CESAR	ANDERSON, FREDERICK R	MOORE, MICHELLIA
6	BANKS, BLANTON LEON	ANDREWS, REBECCA	MOORE, TINA MARQUIA LASHAY
7	BASAM, BRUNHILDA M	ASAD, SANDRA J	MURARSHEED, RASOOL
8	BATISTA, YANET BAUTISTA DE	AZNAY, GILBERTO	MYERS, MARIKA
9	BEAL, ROBERT LEWIS	BARBER, COURTNEY M	NOLAND, CHRISTOPHER
10	BECKER, NORMAN E	BARRETT, PATRICK	ORR, JADA MONIQUE
11	BEGUM, FAREENA NAZIMUN	BARTHELEMY, NICOLETTE L	OTHMAN, AHMAD RAMZI
12	BODNAR, CYNTHIA M	BATES, KEITHON B	PALMER, DALLAS KELVIN
13	BOWLING, SHAEROME T	BEUQUE, SEAN M	PEARSON, BRADLEY
14	BRANFORD, VICTOR DAVID	BORJA, ALFREDO	PERRY, ANTHONY DANTE
15	BREEDEN, MAE A	BUCHANAN, ANGELLA ROSE	PETERS, NIELA NEECOLE
16	BROASTER, ANTONIO	CALL, TRACON DARNELL	PHILLIPS, ANTWON T
17	CARRASCO, CESAR A EDUARDO	CATALON, DORIAN JOSEPH	PINSONNEAULT, KRISTEN L
18	CHANG, LOBSANG TAGPA DORJE	CHEESMAN, PAUL DOUGLAS	PORTER, CHELSEA KECHE
19	DESAI, ANKUR A	COBO, NICHOLAS R	RANDOLPH, DEMITRIUS
20	DIEZ, JORGE ANDRES	COE, MICHELLE YVONNE	REYES, MARVIN
21	EL, UEEA CUSH	CURRY, SHANIERRA	RHODES, ASSATA MAKEYA
22	FIGUEROA, OMAR J	DAVIS, NICOLE P	RONZO, CHRISTOPHER JAMES
23	FITZSIMMONS, BARBARA WYCHE	DESTILUS, JUNIOR	ROSE, JOSHUA D
24	FOOTE, TAMMIE	DIAZ RODRIGUEZ, ROXANN MARIE	RUBIO GARCIA, HECTOR H
25	GERICKE, CARISSA A	DOANE, AYONNA N	SAMPLES, BRYCE C
26	GERLACH, BRIAN R	ETIENNE, CEDRIC	SAMUEL, ERNIE
27	GIBSON, PATRICIA M	FREEMAN, JASON A	SELLERS, DAVID H
28	GIDDENS, TEVIN J	FRIEL, JOSEPH G	SHUE, DAVID C LYN
29	GOLDSTEIN, COREY ALAN	GARCIA, EDWIN	SMITH, SHYRIA LYNNE
30	GONZALO, DIANELIS PALACIO	GARFIELD, MICHAEL STEPHEN	SMITH, XAVIER JAMAL
31	HUTCHING, NATASHA DOMANIQUE ZERMENO	GOLDEN, KATHLEEN	STANTON, THOMAS DRE
32	JAMES, SHEILA	GREEN, LAKISHA DANYLE	TAXSARA, DAPREE DAQUONE
33	JAMES, SHEILA	HANNA, RIMON G	TAYLOR, MIAKKA SHIRLEN
34	JOHNSON, EBONIA N	HARMS, CURTIS C	TAYLOR, TRIPHINUE L
35	JOHNSON, SHERYL A	HARRISON, DAKARAI A	TOLBERT, TAMRA
36	KORYCIAK, TRAVIS AUSTIN	HEIDELBERG, CHRISTOPHER DYNALL	TORREZ, FREDRICK STEPHEN
37	LIU, GELE	HERRERA JIMENEZ, ANTOINETTE	TRAN, RACHEL S
38	MATTHEWS, ORLANDO	HOULSEN, ADAM J	TURKVAN, RONALD
39	MCDONALD, DANIEL	HOURY, MUKHTAR OMAR	VACA, ALFONZO GABRIEL
40	MELENDEZ, JUAN ALBERTO GARCIA	HUMPHREY, BRITNEY CEEAISHA	VANCE, BRANDON PAUL
41	MILLER, SYLVIA	JOHNSON, ERIC D	VASQUEZ RAMIREZ, ANDY ALBERTO
42	MILLS, GARY RAY	JOHNSON, FONTE MARIA	VERRETT, MYESHA JANA E
43	MULLEN, WILLIAM C	JOHNSON, KIMBERLY DENISE	WILSON, CURTIS LANIEM
44	OWENS, CHRISTOPHER LARUE	JOHNSON, LERLEAN TYLER	WILSON, MONIQUE S
45	PAOLUCCI, MARANDA	JOHNSON, XAVIER TERMAINE	ZIERTMAN, DEVEN MICHAEL
46	PEREZ, CARLOS A	JONES, CHRISTOPHER LAMONT	
47	REHMATULLA, MINHAL K	JONES, KARLIN MICHAEL	
48	REYES, BLAS LEANDRO INFANTE	JONES, RICHARD KAMAL	
49	ROCHA, HERENOLDO	JOSHUA, JOHN L	
50	ROGERS, ANTHONY B	KELLY, ETHEL J	
51	RUDDY, SEAN EDWARD	KNIGHT, CHRISTOPHER CHANDLER TOMLINSON	
52	SANTIAGO, JESUS	KOTSATOS, KATHERINE T	
53	SCHOAF, LISA PATRICE	KRYLOVA, IULIJA	
54	SINGH, KULTAR	KUPKOVA, KRISTYNA	
55	SORRELLS, JESSICA D	LANCASTER, NATHANAEL	
56	SPADAFORRE, RONALD JOSEPH	LASKEY, LAURIE M	
57	STANSIL, ROBERT S	LAVENDER, NIKEDRA S	
58	TAYLOR, CHAVON C	LLOYD, DAJAHNA ALEXIA	
59	TAYLOR, ROBERTA A	LOCKETT, GENARRO D	
60	THOMAS, CORNELIUS LEE	LOUIS, FEDRICHE	
61	VASALLO, CHARIS F	LUGRAND, ALICIA	
62	VENTRELLA, NICOLE	MANZONI, JORDAN ELIZABETH	
63	WASHINGTON, DANITA N	MARTIN, SEAN DWAIN	
64	WEST, MEOSHIA	MATTHEWS, FRANDENO FORONZO	
65	WILSON, PAGE SHAWLEY	MAURICETTE, WIDNA	
66	ZERMENO, EMMANUEL	MCGILL, JUSTIN B	

Exhibit 8

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

GARY NELSON and KAYLEIGH POTTER,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

BANK OF AMERICA, NATIONAL
ASSOCIATION,

Defendant.

Civil Action No. 5:23-cv-00255-JS

**FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH PREJUDICE**

This matter came before the Court for hearing pursuant to the Order of this Court dated October 4, 2024, on the application of the Parties for approval of the Settlement as set forth in the Settlement Agreement and Release dated August 30, 2024 (the “Agreement”). On October 4, 2024, this Court granted preliminary approval to the proposed class action settlement set forth in the Agreement between Plaintiffs Gary Nelson and Kayleigh Potter (“Plaintiffs” or “Class Representatives”), individually and as Class Representatives on behalf of the Class, and Defendant Bank of America, N.A. (“BANA”) (collectively the “Parties”). This Court also provisionally certified the Class for settlement purposes, approved the procedure for giving Notice to members of the Class, and set a Final Approval Hearing to take place on February 18, 2025. The Court finds that due and adequate notice was given to the Settlement Class as required in the Court’s Order Granting Preliminary Approval of Class Settlement and Providing for Notice.

The Court has reviewed the papers filed in support of the Motion for Final Approval, including the Settlement Agreement and exhibits thereto, memoranda, and arguments submitted on behalf of the Settlement Class, and supporting affidavits.

On February 18, 2024, this Court held a duly noticed Final Approval Hearing to consider: (1) whether the terms and conditions of the Agreement are fair, reasonable, and adequate; (2) whether a judgment should be entered dismissing the Settlement Class Members' Released Claims on the merits and with prejudice; (3) whether and in what amount to award attorneys' fees and expenses to Class Counsel; and (4) any award to the Class Representatives for their representation of the Class.

Based on the papers filed with the Court and the presentations made to the Court by the Parties at the Final Approval Hearing, it appears to the Court that the Settlement Agreement is fair, adequate, and reasonable, and in the best interests of the Settlement Class.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. **Definitions.** This Judgment incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used, but not defined herein, shall have the same meanings as in the Settlement Agreement.
2. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Action and over the Parties, the Class, and the claims asserted in this Action, and venue in this Court is proper.
3. **No Merits Determination.** By entering this Order, the Court does not make any determination as to the merits of this case.
4. **Settlement Class.** Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the settlement of this Action, as embodied in the terms of the Settlement Agreement, is hereby finally approved as a fair, reasonable, and adequate settlement, in the best interests of the

Settlement Class, in light of the factual, legal, practical, and procedural considerations raised by this case, with the Settlement Class comprised of all persons:

- a) who financed the purchase of a motor vehicle for consumer use through BANA by means of an installment sale contract, or who financed the purchase through another entity but such installment sale contract was thereafter assigned to BANA;
- b) from whom BANA, as the secured party, repossessed the vehicle or ordered it repossessed;
- c) who had a Pennsylvania address as of the date of repossession;
- d) who were sent a Notice of Plan to Sell Property or equivalent post-repossession notice of rights which set forth a day after which the collateral may be sold;
- e) in the period commencing December 23, 2016 through February 16, 2024; and
- f) where such person's RISC contains a choice of law provision electing Pennsylvania as the governing law.

The Class does not include any individual who validly opted out of the Settlement pursuant to the Settlement Agreement.

Having considered the Parties' briefing and presentations at the hearings before the Court, the Court finds, for settlement purposes only, that class certification under Federal Rule of Civil Procedure 23(a) and (b)(3) is appropriate in that, in the settlement context: (a) the Settlement Class Members are so numerous that joinder of all Settlement Class Members in the class action is impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual question; (c) the claims of the Class Representatives are typical of the claims of the Class; (d) the Class Representatives will fairly and adequately represent and protect the interests of the Class Members because their interests are co-extensive with those of the Class Members, and they have retained experienced counsel to represent them and the Class Members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. **Designation of Class Representatives and Class Counsel.** The Court confirms the prior appointments of the Plaintiffs Gary Nelson and Kayleigh Potter as Class Representatives

for the Class and the counsel of record representing the Class Representatives in the Action as Class Counsel.

6. **Settlement Approval.** Pursuant to Federal Rule of Civil Procedure 23, this Court hereby approves the Settlement set forth in the Agreement and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class. The Court further finds that the Settlement set forth in the Agreement is the result of a good faith arm's-length negotiation between experienced counsel representing the interests of the Parties, with the assistance of Gregory Miller of JAMS through mediation. Accordingly, the Settlement embodied in the Agreement is hereby finally approved in all respects, there is no just reason for delay, and the parties are hereby directed to perform its terms. The terms and conditions of the Settlement Agreement are fully incorporated as though fully set forth in this Order.

7. **Settlement Fund and Distribution.** A Settlement Fund has been created consisting of the \$3,250,000 Settlement Amount. The Settlement Fund shall be used to pay Settlement Class Members, the costs of settlement administration, Attorneys' Fees and Expenses, and Class Representative service awards, as set forth herein and in the Settlement Agreement. All unclaimed and excess monies in the Settlement Fund shall be distributed to *Cy Pres* recipient the Pennsylvania Legal Aid Network, Inc. pursuant to the timetable set out in paragraphs 5.1.5 through 5.1.7 of the Settlement Agreement. Following BANA's payment to the Settlement Fund, BANA shall have no responsibility, financial obligation, or liability with respect to the Settlement Fund, the notice process, the distributions to Settlement Class Members, the request and award of Attorneys' Fees and Expenses, or any other aspect of implementing the Settlement Agreement.

8. **Dismissal with Prejudice.** Final Judgment is hereby entered with respect to the Released Claims of all Settlement Class Members, and the Released Claims in the Action are hereby dismissed in their entirety with prejudice and without costs. All claims in the Action are

dismissed, and the case shall be closed pursuant to Paragraph 23 of this Order. Nothing herein is intended to waive or prejudice the rights of the Class Members who have timely excluded themselves from the Class. This matter will remain open solely to ensure an orderly administration process.

9. **Releases.** The releases as set forth in Section 10 of the Agreement together with the definitions relating thereto in Paragraphs 1.33, 1.34, 1.35, and 1.44 are expressly incorporated herein in all respects and made effective by operation of this Judgment. The Court hereby approves the release provisions as contained and incorporated in Section 10 of the Agreement, including but not limited to the definitions of Released Claims, Releasers, Releasees, and Unknown Claims. The Releasers shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims and Unknown Claims against the Releasees.

10. **Permanent Bar.** The Releasers, including the Class Representatives and all Settlement Class Members, and anyone claiming through or on behalf of any of them, are forever barred from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction for the Released Claims. The Releasers further are forever barred from organizing the Settlement Class Members, or soliciting the participation of Settlement Class Members, or persons who would otherwise fall within the definition of Settlement Class Member but who have requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint or counterclaim to include class allegations, or seeking class certification in a pending action) in any jurisdiction based on or relating to any of the Released Claims.

11. **Permanent Injunction Regarding Releases.** The terms of the Settlement Agreement and of this Order shall be forever binding on the Class Releasers and BANA, and those

terms shall have *res judicata* and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings involve the Released Claims.

12. **Approval of Class Notice and CAFA Notice.** Upon the Affidavit of Mark Unkefer of American Legal Claim Services, LLC, the Settlement Administrator, the Court finds that the form and means of disseminating the Class Notice as provided for in the Order Preliminarily Approving Settlement and Providing for Notice constituted the best notice practicable under the circumstances, including individual notice to all Class Members who could be identified through reasonable effort. Said Notice provided the best notice practicable under the circumstances of the proceedings and the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said Notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution. The Settlement Administrator has served the CAFA Notice of Proposed Settlement and BANA has complied in all respects with its obligations under 28 U.S.C. § 1715.

13. **Attorneys' Fees and Expenses.** Plaintiffs and Class Counsel have moved for an award of attorneys' fees, costs, and expenses in the amount of \$1,356,082.97. The Court finds that an award of \$1,300,000 in attorneys' fees and \$56,082.97 for reimbursement of expenses is fair and reasonable, and the Court approves of Class Counsel's attorneys' fees and expenses in this amount. The Court directs the Settlement Administrator to disburse these funds as provided in the Settlement Agreement.

14. **Class Representatives Service Awards.** The Court further finds that a service award for each of the Class Representatives in the amount of \$15,000 to each Class Representative is fair and reasonable, and the Court approves of the service award in this amount.

The Court directs the Settlement Administrator to disburse this award to the Class Representatives as provided in the Settlement Agreement.

15. **Use of Order.** Neither this Order, the fact that a settlement was reached and filed, the Agreement, nor any related negotiations, statements, or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of BANA, the Class Representatives, or the Settlement Class Members. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. In no event shall this Order, the fact that a settlement was reached, the Agreement, or any negotiations relating to it in any way be used in this Action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, to argue that BANA is liable for the actions alleged in the Complaint or that a class can or should be certified for any reason, except for purposes of settlement. The only exception to this provision shall be that the Parties may refer to the settlement, Settlement Agreement, and any Orders of Court in order to take actions in furtherance of the Settlement.

16. **Continuing Jurisdiction.** Without affecting the finality of this Judgment in any way, the Court hereby specifically retains exclusive jurisdiction over the administration, consummation, enforcement, and interpretation of the Agreement, the Final Judgment, and for any other necessary purpose, including to ensure compliance with the Protective Order entered in this Action.

17. **Termination of Settlement.** In the event that the Settlement does not become effective in accordance with the terms of the Agreement, or the Agreement is terminated pursuant to Section 13 of the Agreement, the Parties shall be restored to their respective positions in the Action prior to the execution of the Agreement, the certification of the Settlement Class shall be

automatically vacated, and this Judgment shall be rendered null and void (except Paragraph 15 of this Order shall remain in effect) to the extent provided by and in accordance with the Agreement and shall be vacated and, in any such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Agreement.

18. **Implementation of the Agreement.** The Parties are hereby authorized to implement the terms of the Agreement.

19. **Reasonable Extensions.** Without further order of this Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Agreement.

20. **Class Notice List.** Within 30 days after the Effective Date, BANA, with the assistance of the Settlement Administrator, shall file with this Court, *ex parte* and under seal (in order to protect the names, addresses and other personal information of Class Members), a list of the names and addresses of all Members of the Class to whom Notice was sent, along with a list of all Class Members who excluded themselves from the Settlement pursuant to the opt-out provisions provided herein.

21. **Final Accounting.** The Settlement Administrator will provide to Class Counsel, and Class Counsel will file with the Court, a final accounting within 120 days after the Distribution Date, as defined in the Agreement, in the event there is no second distribution, or within 100 days after the second distribution in the event of a second distribution. The final accounting will include a summary of all distributions from the Settlement Fund.

22. **Entry of Final Judgment.** There is no just reason for delay in the entry of this Order and Final Judgment, and immediate entry by the Clerk of the Court is hereby directed.

23. **Action Closed.** All claims against the Defendant are hereby dismissed with prejudice. This case shall remain open for administrative matters only. The District Court Clerk is hereby directed to close the Action.

IT IS SO ORDERED.

BY THE COURT:

/s/ Juan R. Sánchez

Juan R. Sánchez, J.

Exhibit 9

SAMUEL MWANGI, individually and on behalf of all others similarly situated,
Plaintiff

vs.

SERVICE 1ST FEDERAL CREDIT UNION,
Defendant.

COURT OF COMMON PLEAS
LUZERNE COUNTY

PROTHONOTARY LUZERNE COUNTY
FILED OCT 15 21 AM 11:01

NO. 2019-792

CLASS ACTION

ORDER FOR FINAL JUDGMENT AND DISMISSAL

WHEREAS, Samuel Mwangi, (the “Class Representative” or “Plaintiff”) on behalf of himself and the Class Members, and Service 1st Federal Credit Union (“S1FCU”), 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”);

WHEREAS, the Court on July 16, 2021 entered an Order Preliminarily Approving the Settlement (“Preliminary Approval Order”);

WHEREAS, on October 15, 2021, beginning at 10:30 o’clock a.m. at the Court of Common Pleas of Luzerne County, 200 N River Street, 3rd Floor, Wilkes-Barre, PA 18711, the Court held a hearing to consider, among other things (i) whether the settlement reflected in the Settlement Agreement should be approved as fair, reasonable, adequate and in the best interests of the members of the Classes; (ii) whether final judgment should be entered dismissing 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 Plaintiff’s application for a Class Representative service award, and Class Counsel’s petition or 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, 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, Plaintiff's request for an award of a Class Representative service award, and Plaintiff's request for an award of Class Counsel fees and expenses;

WHEREAS, there have been zero objections to the settlement and not a single Class Member has 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. The Notice given to members of the Classes by first class mail 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:** Plaintiff Samuel Mwangi, as representative of the Classes, fairly and adequately represents 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, Jody Thomas López-Jacobs along with the law firm of Flitter Milz, P.C., and Timothy P. Polishan along with the law firm of Kelley, Polishan & Solfanelli, 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. The Class Representative's service award is approved in the amount of \$25,000.

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 \$2,000,000, complete forgiveness of Deficiency Balances claimed due in the sum of approximately \$1,661,000, and equitable type relief including correction of consumer credit reports of Class Members creates a common fund valued well in excess of \$3,661,000.

Class Counsel's fee request in the sum of \$800,000 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 have been adequately documented, and were reasonable and necessary for effective prosecution of the case. Expenses are approved in the sum of \$8,608.49. 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. Plaintiff, 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 Secured Obligations at issue. This Release shall not apply to any Class Member who reinstated their contract or reclaimed and/or obtained the return of their vehicle following repossession and/or who does not have a Deficiency Balance, or who elected not to receive the Deficiency Balance forgiveness pursuant to the Class Notice.

d. In light of the Notice given to the Class Members, Plaintiff 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”), North Penn Legal Services and Pennsylvania Legal Aid Network (“PLAN”) 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; (b) 25% to North Penn Legal Services; and (c) 25% to Consumer Credit Counseling Service of Northeastern Pa. Inc. a/k/a Advantage, as *cy pres* beneficiaries. The *cy pres* fund shall be used for consumer purposes as set forth in the Class Action Settlement Agreement ¶ 3.06.

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:

October 15, 2021

Thomas F. Burke Jr.

J.

Exhibit 10

RECEIVED
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IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
TRIAL DIVISION - CIVIL

MARCUS LANE, individually and on behalf of all others similarly situated, Plaintiff	FEBRUARY TERM, 2020	DOCKETED
vs.	NO. 000450	NOV 29 2023
ARDENT CREDIT UNION, Defendant.	CLASS ACTION	R. POSTELL COMMERCE PROGRAM
	Control No. 231102686	

ORDER FOR FINAL JUDGMENT AND DISMISSAL

AND NOW, this 29th day of November, 2023, upon consideration of the unopposed Motion for Final Approval of Class Action Settlement between Marcus Lane (the “Class Representative” or “plaintiff”), on behalf of himself and the Class Members, and Ardent Credit Union, the defendant in the above captioned action (the “Action”), and after a hearing on said Motion, it is hereby **ORDERED** and **DECREED** as follows:

1. Notice to the Class has been provided by the Settlement Administrator pursuant to this Court’s Preliminary Approval Order, as attested to by the Affidavit of the Settlement Administrator. The Notice given to the Class Members by first class mail, along with the creation of a website, constituted due and sufficient notice of the settlement and the matters set forth in said Notice to all persons entitled to receive notice, and fully satisfies the requirements of due process and Pa. R. Civ. P. 1712, 1714(c).

2. The time for filing objections and requests for exclusions has expired, and there have been zero objections to the settlement and zero Class Members have opted out.

3. Plaintiff Marcus Lane, as representative of the Class, has fairly and adequately represented the interests of the Class, such that the requirements of due process, the requirements of Pennsylvania law, and the requirements of Pa. R. Civ. P. 1709 have been satisfied.

200200450-Lane Vs Ardent Credit Union



20020045000121

4. Cary L. Flitter, Andrew M. Milz, and Jody Thomas López-Jacobs, along with the law firm of Flitter Milz, P.C., have fairly and adequately represented the interests of the Class, such that the requirements of due process, the requirements of Pennsylvania law, and the requirements of Pa. R. Civ. P. 1709 have been satisfied.

5. 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.

6. The Class Representative's service award is approved in the amount of \$10,000.

7. Class Counsel's request for fees and costs in the sum of \$194,000 and \$4,644, respectively, 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 necessary for effective prosecution of the case. Counsel fees and expenses are both to be paid out of the Settlement Fund, as set forth in the Settlement Agreement.

8. The claims of all members of the Class are hereby dismissed with prejudice, on the merits, and without costs to any party.

9. Plaintiff, on his own behalf and on behalf of each Class Member, by operation of the Settlement Agreement and this Final Judgment, hereby shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with prejudice any and all Settled Claims as set forth more fully in the Settlement Agreement, 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. This release shall neither bar any borrower from asserting

any defense that would operate solely to reduce or eliminate Ardent Credit Union's claimed deficiency balance nor Ardent from seeking to recover any claimed deficiency balance.

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

11. The Court approves the *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 Community Legal Services of Philadelphia. The *cy pres* fund shall be used for consumer purposes as set forth in the Class Action Settlement Agreement ¶ 3.06.

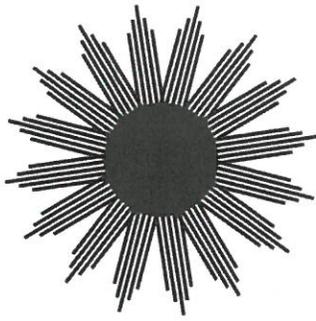
12. Consummation of the settlement shall proceed as described in the Settlement Agreement and the Court hereby retains jurisdiction of this matter in order to resolve any disputes which may arise in the implementation of the Settlement Agreement or the implementation of this Final Judgment and Order. 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:



J.

Exhibit 11



CENTER FOR
ELDER
LAW &
JUSTICE

438 Main St, Suite 1200 • Buffalo, NY 14202
175 Walnut St, Suite 1 • Lockport, NY 14094
314 Central Ave, Suite 300 • Dunkirk, NY 14048

(716) 853-3087
www.elderjusticenyc.org

October 28, 2025

Cary Flitter, Esq.
Flitter Milz, P.C.
450 N. Narberth Ave., Suite 101
Narberth, Pennsylvania 19072

RE: *Chipego et. al v. Five Star Bank, et. al*

Dear Mr. Flitter,

The Center for Elder Law & Justice is a non-profit, public interest law firm with a mission of improving the quality of life for older, disabled, and low-income adults through the provision of free legal services, primarily in Western New York. Our goal is to use the legal system to ensure that our clients may live independently and with dignity. We have three offices throughout Western New York. We serve clients throughout nine Western New York counties, and our Free Senior Legal Advice Helpline is available to older adults throughout all of New York State. We also advocate for policy and systems-level changes to improve the lives of the populations we serve.

A large portion of the services we provide focus on consumer representation to maintain housing and financial security for our clients. We represent clients in response to consumer and medical debt collection cases as well mortgage and tax foreclosures. Additionally, we bring affirmative litigation on behalf of consumers who have been scammed or victimized by contractors.

Our advocates have an incredibly strong presence in the communities we serve – attending over 400 outreach and educational events in 2024 alone. If granted cy-pres funds, they would be used to further our mission by providing community education and direct advocacy on behalf of some of Western New York's most vulnerable populations.

Please feel free to contact me should you have any further questions. Thank you very much.

Sincerely,

Karen Nicolson
CEO/ED
Center for Elder Law & Justice



718 ARCH STREET, SUITE 300N
PHILADELPHIA, PENNSYLVANIA 19106-1535
TELEPHONE: 215.981.3800
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October 28, 2025

Cary L. Flitter, Esq.
Flitter Milz, P.C.
450 N. Narberth Ave., Ste. 101
Narberth, PA 19072

Re: *Chipego v. Five Star Bank*, Phila CCP, May Term 2017, No. 02466

Dear Mr. Flitter:

Philadelphia Legal Assistance (PLA), a 501(c) (3) non-profit organization, is the federally funded civil legal aid provider for Philadelphia's low-income community. PLA provides high-quality, high-volume, direct legal assistance to eligible individuals to ensure access to justice and basic human needs. PLA was established in 1996 in order to preserve federal funding of legal services in Philadelphia following the placement of prohibitions on all monies received by recipients of federal legal services funding. With an eye toward innovation and creativity, PLA is committed to empowering clients through education and working collaboratively with other advocates to achieve its goals. PLA serves clients through integration of education with advice, referral, pro se assistance, and representation at administrative hearings and at all levels of state and federal courts to address matters involving family safety, health, income maintenance, and housing. PLA's work spans seven units, including General Intake, the Pennsylvania Farmworkers Project, Family Law, Unemployment Compensation, Medical Legal Community Partnership, Taxpayer Support Clinic, and the Consumer Housing Unit.

As a federally funded provider of civil legal services, PLA receives funds from the Legal Services Corporation (LSC) to assist low-income persons in Philadelphia County, PA. LSC, an independent non-profit agency, receives an allocation from Congress each year and distributes those funds to legal aid programs that serve all counties and territories of the U.S. according to poverty population. PLA's Consumer Housing Unit has been an integral part of the City's effort to preserve affordable housing for low-income families in Philadelphia for over 20 years. We have long-standing contracts worth over \$2.3M with the City of Philadelphia for our work operating the City's Eviction Diversion and Foreclosure Prevention Hotlines, as well as our existing tangled title work.

PLA operates the Save Your Home Philly Hotline, in partnership with the City of Philadelphia. The Hotline serves as the first point of contact for any homeowner in the City of Philadelphia who is facing a mortgage foreclosure, tax foreclosure, or tangled title matter. The Hotline is open Monday through Friday, 9 a.m. to 5 p.m. and is staffed with trained paralegals. In 2024, the Hotline handled more than 9,000 phone calls, approximately 78% of which were answered live, and provided advice or brief assistance to more than 2,500 Philadelphians.



PLA began operating the Hotline in 2008, during the foreclosure crisis. In its role as the operator of the Hotline, PLA talks with the majority of homeowners facing foreclosure in Philadelphia. When a mortgage foreclosure is filed against an owner-occupied residence, that case is diverted to Philadelphia's Residential Mortgage Foreclosure Diversion program, and the homeowner is directed to contact the Save Your Home Philly Hotline for assistance. A similar process is in place for tax foreclosures. PLA screens callers to the Hotline, connects them with housing counseling assistance where appropriate, and provides legal advice and information to all homeowners, regardless of income. PLA also staffs the weekly Foreclosure Diversion conferences in the Philadelphia Court of Common Pleas, monitoring cases and working to ensure that homeowners do not fall through the cracks. With approximately twenty percent of all residential mortgage foreclosures in Philadelphia filed against deceased persons or heirs, PLA's role as the central point of contact for Philadelphians facing foreclosure is critical to our ability to quickly identify those homeowners who are also facing a tangled title and provide them with the necessary advice, referrals and assistance. In 2021, the Hotline expanded beyond mortgage and tax foreclosure, to also serve as the "front door" for anyone in the City of Philadelphia seeking assistance with a tangled title.

In 2024, PLA successfully untangled approximately 90 tangled titles to family homes and saved approximately 600 homes from mortgage and tax foreclosure. We also provided advice and counsel to hundreds more clients who either did not have a clear path to save their homes or whose cases are still ongoing. PLA's attorneys often use creative advocacy and consumer protection laws to defend mortgage foreclosures and save homes throughout Philadelphia.

Funds granted through a *cy pres* award would be utilized to support PLA's ongoing consumer law work in Philadelphia County, including representing individuals and families facing mortgage foreclosure and tangled title.

If granted, the *cy pres* award should be mailed to Philadelphia Legal Assistance, 718 Arch Street, Ste. 300N, Philadelphia, PA 19106.

Sincerely,



Maureen Olives
Executive Director