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

YA'RAIAH CRAWFORD, individually	:	DECEMBER TERM 2022
and on behalf of all others similarly situated,	:	
	:	NO. 01657
Plaintiff,	:	
	:	CLASS ACTION
v.	:	
	:	Control No. 24123158
AMERICAN HERITAGE FEDERAL	:	
CREDIT UNION,	:	
	:	
Defendant.	:	

DOCKETED

JAN 17 2025

R. POSTELL
COMMERCE PROGRAM

**CLASS ACTION SETTLEMENT
PRELIMINARY APPROVAL ORDER**

AND NOW, this 16th day of January, 2025, upon consideration of plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement, the Class Action Settlement Agreement and Release (the "Settlement Agreement") attached to the Motion as Exhibit 1, and the Notice of Settlement (the "Notice") attached to the Settlement Agreement as Exhibit C, it is **ORDERED** that the Motion is **GRANTED**, the class settlement is preliminarily approved, and:

1. The following class (the "Settlement Class") of approximately 421 people is certified, pursuant to Pennsylvania Rules of Civil Procedure 1708-1710, for the sole purpose of settlement:

All Persons:

- (i) who purchased a motor vehicle as a consumer;
- (ii) who financed the vehicle purchase through AHFCU or whose finance agreement was later assigned to AHFCU;
- (iii) from whom AHFCU, as secured party, repossessed the vehicle or ordered it repossessed;
- (iv) who had a Pennsylvania address as of the date of repossession;
- (v) in the period commencing December 19, 2016, through December 2, 2022.

ORDER-Crawford Vs American Heritage Federal Credit Union [RCP]



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2. Cary L. Flitter, Andrew M. Milz, and Jody Thomas López-Jacobs, along with the law firm of Flitter Milz, P.C. are appointed as Class Counsel and, as such, shall represent the interests of plaintiff and all Settlement Class members throughout all future proceedings.

3. Plaintiff Ya'Raiah Crawford is appointed Class Representative of the Settlement Class defined in paragraph 1 above.

4. American Legal Claims Services, LLC is appointed as the "Settlement Administrator." By accepting this assignment, the Settlement Administrator subjects itself to this Court's jurisdiction.

5. On or before January 31, 2025, defendant shall provide to the Settlement Administrator the contact information for the Settlement Class members as set forth in Sections 2.08 and 4.02 of the Settlement Agreement.

6. The edited version of the Notice attached to this order is approved. On or before February 17, 2025, the Settlement Administrator shall mail the revised Notice to the Settlement Class members in the manner described in Sections 2.08 and 4.02 of the Settlement Agreement.

7. Any objections to the settlement should be mailed by the Settlement Class members to the Settlement Administrator and postmarked no later than April 7, 2025. Class Counsel shall file copies of any such objections of record in connection with the motion for final approval of the settlement.

8. Any requests for exclusion from the settlement and any requests not to eliminate class member's deficiency balance should be mailed by the Settlement Class members to the Settlement Administrator and postmarked no later than April 7, 2025.

9. On or before April 30, 2025, Class Counsel shall file a motion for final approval of the settlement, which shall include an affidavit regarding the sending of notice, a list of class

members who requested exclusion from the settlement, a list of class members who requested not to have their deficiency balance(s) eliminated, a list of those who objected to the settlement, copies of all objections received, the parties' responses to any objections, and support for the requested attorney's fees and litigation expenses to be paid in connection with the settlement.

10. A Final Approval Hearing will be conducted at 10:00 am on May 12th, 2025, in Courtroom 636, City Hall, Philadelphia, Pennsylvania. At the Final Approval Hearing, the Court will consider the parties' arguments in favor of final approval of the settlement, will consider any objections, and will hear argument from any individual who wishes to be heard.

11. The Court may continue the Final Approval Hearing without further written notice to the class members, but the Settlement Administrator must provide notice of any rescheduled hearing date to any Settlement Class member who filed an objection.

BY THE COURT:



CRUMLISH, III, J.

YA'RAIAH CRAWFORD, individually and
on behalf of all others similarly situated,
Plaintiff,

vs.

AMERICAN HERITAGE
FEDERAL CREDIT UNION,
Defendant.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM 2022

Case No. 01657

COMMERCE PROGRAM

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

You may be entitled to receive a settlement payment and elimination of any Deficiency in connection with a class action against American Heritage Federal Credit Union

*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 American Heritage Federal Credit Union ("AHFCU") sent borrowers proper notice of their rights after vehicle repossession.
- AHFCU denies and disputes the claims asserted in the Litigation. The parties disagree about whether any money (and if so, how much) could have been awarded to you if the Plaintiff were to prevail at trial. The settlement avoids the costs and risks to members of the Class like you from continuing with the lawsuit, and provides relief to the Class.
- This settlement will: (a) provide a gross fund of \$1,400,000 to be distributed to Class Members after payment of administrative costs, Class Counsel fees and expenses, and a service award to Plaintiff; (b) eliminate disputed Deficiency balances of approximately \$2,513,998.10; and (c) require AHFCU to request the credit reporting agencies Trans Union, Equifax, and Experian to delete your auto loan history from your credit report, as set forth in more detail in the proposed Class Action Settlement Agreement and Release.
- 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 post-auction Deficiency balance will be eliminated unless you got your vehicle back, and AHFCU will request the above credit reporting agencies to delete your loan history from your credit report. You will also be paid a proportionate share of the net settlement proceeds, which you can view at this website: [WEBSITE]. This 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.

Case ID: 221201657
Control No.: 24123158

Exclude Yourself Entirely from the Settlement

You can choose to opt-out of the Settlement which means you are excluding yourself from the Settlement and would not get the relief provided by this Settlement. This is the only option that allows you to ever be part of any other lawsuit against AHFCU concerning repossession or financing of your vehicle. Act by [DATE 42 days after mailing].

Decline the Debt Waiver but Retain Other Settlement Benefits

If you want to retain the benefits of the settlement but do not want your deficiency to be eliminated as part of this settlement, you must submit an Election Not To Accept Compromise of Disputed Deficiency Balance form.

Object

If you do not opt-out, but instead wish to object to the Settlement, you may do so by writing to the Court about why you don't like the settlement and do not want it approved. Act by [DATE 42 days after mailing].

Go to a Hearing

Ask to speak in Court about the fairness of the Settlement on [DATE of final approval hearing].

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

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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 objections 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 *Ya'Raiiah Crawford, individually and on behalf of all others similarly situated v. American Heritage Federal Credit Union*, December Term 2022, No. 01657. The person suing is Ya'Raiiah Crawford, the Plaintiff (also called "Class Representative") and the company being sued, American Heritage Federal Credit Union, is called the Defendant, or "AHFCU."

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

AHFCU's records reflect that you were sent a notice from AHFCU following the repossession of your vehicle between December 19, 2016 through December 2, 2022. AHFCU's conduct post-repossession, including its use of these notices, forms the basis for this lawsuit.

2. What is this lawsuit about?

The lawsuit claims that AHFCU violated Pennsylvania's Uniform Commercial Code by failing to send its borrowers in Pennsylvania proper notice of disposition of collateral ("Repossession Notice") after repossession of their vehicle(s). Specifically, Plaintiff asserts on behalf of herself and a class of borrowers that the Repossession Notice sent by AHFCU fails to describe borrowers' liability for a deficiency.

AHFCU denies that its disclosures violated any law, and AHFCU asserts that it satisfied all of the legal requirements as to its notices. AHFCU asserts other defenses, including that many of the members of the Class owe AHFCU money for deficiencies still due on their accounts following the sale of their repossessed vehicle(s) at auction.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Ya'Raiiah Crawford) 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. AHFCU has challenged whether this case should proceed as a class action but has agreed not to oppose this case proceeding as a class for settlement purposes only.

4. Why is there a settlement?

Plaintiff believes the Class might have won more money than the settlement amount had the case gone to trial, but substantial delays and risks would have occurred, including the risk of the case not being certified as a class. AHFCU believes that the claims asserted in the case are without substantial merit, and that the Plaintiff may have recovered nothing if there had been a trial. But, there has been no trial. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial and appeal, and class members like yourself will get compensation and other settlement benefits promptly. The Class Representative and her 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, AHFCU's records reflect that you are part of the Class. The Court has preliminarily certified the Class, which includes those borrowers who were sent certain notices after their vehicle was repossessed.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide for me?

Cash Component:

- AHFCU has agreed to create a Settlement Fund of \$1,400,000.00. Approved administrative costs, Class Counsel fees and expenses, and a service award for the Class Representative will be paid from that fund. The Net Fund that remains will be distributed to the members of the Class. You will be paid a proportionate share of the net settlement proceeds, which you can view at this website: [WEBSITE].
- This 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.
- If after the first distribution of checks to the Class more than \$30,000 remains in the Net Fund (from uncashed or undistributable checks), there will be a second distribution of checks to the Class. A balance remaining after the second distribution will be paid to *cy pres* beneficiaries, Pennsylvania Interest on Lawyers Trust Account ("IOLTA"), and _____, for consumer uses.

Credit Reporting Relief: AHFCU will request that the credit reporting agencies Trans Union, Equifax, and Experian update your credit report to remove any reference to the AHFCU auto loan. Details about how and when this will be done, and limits on AHFCU's obligation to provide credit reporting relief, are spelled out further in the Settlement Agreement.

Elimination of Disputed Deficiency Balances: If you have been advised by AHFCU that there is a shortfall after the auction of your repossessed vehicle, that balance claimed due is called a

"Deficiency." AHFCU's right to these Deficiencies is disputed by the parties. Unless you elect otherwise, any Deficiency balance on your vehicle loan will be eliminated as a result of this settlement. You will not receive this relief if you got your car back (redeemed or reinstated) after the repossession. If you want to know if you have any Deficiency or the amount, you can call the Settlement Administrator at [ph number] or Class Counsel at 1-888-668-1225. NOTE: see Tax Implications in Section 7 below. You can choose not to have your Deficiency eliminated as a result of this Settlement by submitting the enclosed Election Not to Accept Compromise of Disputed Deficiency Balance.

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. You may be required to furnish your Social Security Number to the administrator as a condition of payment of settlement proceeds over \$600.

If you accept the elimination of your Deficiency balance, and the amount is over \$600.00, AHFCU might issue to you an IRS 1099-C form for the amount of the Deficiency eliminated. This could result in your having to declare income in that amount on your next tax return and pay tax on all or some of that amount! You should consult your tax advisor to help decide if agreeing to the elimination of your Deficiency is right for you.

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 unless you tell us you do not want your debt eliminated. If you do not want your Deficiency to be eliminated, please read these instructions carefully, fill out the Election Not To Accept Compromise of Disputed Deficiency Balance form, and mail it postmarked no later than [DATE 42 days after mailing] to:

Crawford v. American Heritage Federal Credit Union
c/o Settlement Administrator
[ADDRESS]
[ADDRESS]

If you do not know if you have any Deficiency, you can call the Settlement Administrator at [phone number] or Class Counsel at 1-888-668-1225 to inquire or to find out the amount of your Deficiency.

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

The Court will hold a hearing on [DATE APPROX. 100 DAYS AFTER PRELIMINARY APPROVAL] at [TIME].M. at Court of Common Pleas of Philadelphia County, City Hall, Philadelphia, PA 19107 to decide whether to approve the settlement. If the Court approves the settlement after hearing, there may be appeals. It is always uncertain whether there will be an appeal and if so, when it will be resolved. Resolving an appeal can take time, often well more than a year. Please be patient.

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 AHFCU related to your repossessed 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" which describes exactly the legal claims that you give up if you remain in the Class. The specific language of the release is set forth in the Settlement Agreement, which can be found on the website: [WEBSITE]

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 AHFCU on your own about any of the subjects or issues set forth in the paragraph above, then you must take steps to get out. This is called excluding yourself – sometimes referred to as "opting out" of the Class.

12. How do I get out of the settlement?

To exclude yourself from the Settlement, you must send a letter to the Settlement Administrator, ~~with copies to counsel~~, by mail (first class, postage pre-paid) saying that you want to be excluded from *Crawford v. American Heritage Federal Credit Union*, December Term 2022, No. 01657. Be sure to include your full name, current address, telephone number, last four digits of your social security number, email address (if any), and your signature. Mail your exclusion request postmarked no later than [DATE 42 days after mailing] to ~~all of three different addresses~~ below.

Settlement Administrator
Crawford v. AHFCU
Class Settlement
P O Box 23648
Jacksonville, FL 32241

~~Class Counsel
Jody T. Lopez-Jacobs
FLITTER MILZ, P.C.
450 N. Narberth Ave, Ste 101
Narberth, PA 19072~~

~~Defense Counsel
James Brant
LITCHFIELD CAVO, LLP
303 West Madison St, Ste 300
Chicago, IL 60606~~

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

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

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

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

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has approved the law firm of Flitter Milz, P.C., in Narberth, PA to represent you and other Class Members. The lawyers at this firm 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.

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

As part of the class settlement, Plaintiff will ask the court to approve a \$12,500 service award for her time and effort in bringing this case. Plaintiff will ask the Court to approve a payment out of the settlement fund in the amount of \$560,000 for Class Counsel fees and up to \$7,500 for reimbursement of expenses. The fees would pay Class Counsel for investigating the facts, litigating the case, negotiating the settlement, filing legal papers with the Court, and oversight of future implementation of the settlement, including fielding inquiries from Class Members. Class Counsel has not been paid for its time or services since this case was originally filed in December 2022. The Court could award less than this amount.

OBJECTING TO THE SETTLEMENT

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

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

If you are a Class Member, you can object to the settlement if you don't like any part of it. You should state why you object and why you think the Court should not approve the settlement. The Court will consider your views. To object, you must file a Notice of Objection with the Court saying that you object to the settlement in *Crawford v. American Heritage Federal Credit Union*, December Term 2022, No. 01657. Please be sure to include: (i) your name, address, telephone number, email address, and last four digits of the Social Security Number; (ii) a statement of each objection asserted; (iii) a detailed description of the facts underlying each objection; (iv) any loan documents relied upon; (v) if you hire your own lawyer, the name, address, telephone number, and email address (if any) of your lawyer, and a detailed description of the legal authorities supporting each objection; (vi) any written expert reports you intend to rely upon; (v) the names of all

mai to
Settlement
Administrator

address

witnesses you intend to rely upon; (vi) any evidence or exhibits you intend to rely upon; (vii) a statement of whether you intend to appear at the hearing; and (viii) a certification under 28 U.S.C. § 1746 or similar state law in substantially the following form: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date). (Signature)". Mail the objection to ~~all of the three different places listed in Section 12 above, postmarked no later than [DATE 42 days from mailing], and file with the Office of Judicial Records - Civil - Court of Common Pleas of Philadelphia County, Room 284, City Hall, Philadelphia, PA 19107 no later than [DATE 42 days from mailing].~~

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

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

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Fairness Hearing on [DATE APPROX. 100 DAYS AFTER PRELIMINARY APPROVAL] at [TIME].M. at the Court of Common Pleas of Philadelphia County, City Hall, Philadelphia, PA 19107. 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 timely and properly ~~filed your written objection and mailed copies to all of the three different places listed in Section 12 above,~~ the Court will consider it. You may also pay your own lawyer to attend, if you wish. *mailed*
the Settlement Administrator as set forth in

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. ~~To do so, you or your lawyer must send a letter stating that it is your "Notice of Intention to Appear in Ya'Raiah Crawford v. American Heritage Federal Credit Union, December Term 2022, No. 01657." Your Notice of Intention to Appear must be filed or mailed so as to be filed with the Court no later than~~

~~[DATE 42 days from mailing]~~ and be sent to the Office of Judicial Records – Civil and the Administrator at the addresses in Section 12. You cannot speak at the hearing if you exclude yourself from the settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

23. Are there more details about the settlement?

This notice summarizes the proposed settlement. The pleadings and other records in this litigation, including a copy of the Settlement Agreement, may be examined at any time during regular office hours at the Office of Judicial Records – Civil – Court of Common Pleas of Philadelphia County, Room 284, City Hall, Philadelphia, PA 19107. These documents will also appear on a website created for this case: [WEBSITE]

You may also call or write to the following:

Crawford v. American Heritage Federal Credit Union
c/o Settlement Administrator
[ADDRESS]
[ADDRESS]
[phone number]

Or

Class Counsel
FLITTER MILZ, P.C.
450 N. Narberth Avenue, Suite 101
Narberth, PA 19072
1-888-663-1225

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