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

LISA TAGGART, et al.	:	AUGUST TERM, 2021	
	:		
Plaintiffs,	:	NO. 00965	DOCKETED
	:		
v.	:	CLASS ACTION	MAR - 6 2023
	:		
EAGLE ONE FEDERAL CREDIT UNION,	:	Control No. 22104595	R. POSTELL COMMERCE PROGRAM
	:		
Defendant.	:		

ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT

AND NOW, this 6th day of March, 2023, upon consideration of the plaintiff's Motion for Preliminary Approval of Class Action Settlement with Eagle One Federal Credit Union ("Defendant" or "Eagle One"), it is **ORDERED** that the Motion is **GRANTED** as follows:

1. The Class Action Settlement Agreement ("Settlement Agreement") attached to the Motion is preliminarily approved.
2. The terms and conditions of the Settlement Agreement are incorporated in this Order, including the defined terms used in this Order.
3. The following Settlement Class is certified for settlement purposes only as:
 - a. all persons who purchased any specie of vehicle as a consumer good, and
 - b. who financed the vehicle purchase through Eagle One, or whose loan, finance agreement, or installment sale contract was later assigned to Eagle One, and
 - c. from whom Eagle One, as secured party, repossessed the vehicle or ordered it repossessed, and
 - d. who were thereafter sent a notice of plan to sell property, and
 - e. who had a Pennsylvania address as of the date of repossession,

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- f. in the period commencing August 11, 2015 through February 1, 2022.
4. The prerequisites to a class action under Pennsylvania Rules of Civil Procedure 1702, 1708, and 1709 have been satisfied for settlement purposes in that:
- a. There are over 40 members of the Settlement Class;
 - b. The claims of the class representative are typical of those of the other members of the Settlement Class;
 - c. There are questions of fact and law that are common to all members of the Settlement Class;
 - d. Counsel for the Settlement Class, experienced in complex commercial and class action litigation, have and will continue to adequately represent the Settlement Class.
 - e. A class action is a fair and efficient method of adjudicating the controversy because common questions of law or fact predominate over questions affecting only individual members; and
 - f. The class representative will fairly and adequately assert and protect the interests of the class.
5. Plaintiff Lisa Taggart is approved as the Class Representative.
6. Cary L. Flitter, Andrew M. Milz, Jody Thomas López-Jacobs, along with the law firm of Flitter Milz, P.C., are appointed and approved as Class Counsel.
7. American Legal Claims Services, LLC of Jacksonville, FL, is approved as the “Settlement Administrator.” By accepting this appointment, the Settlement Administrator subjects itself to this Court’s jurisdiction.

8. **Final Approval Hearing.** A hearing (the “Final Approval Hearing”) will be held on June 27, 2023, at 2:00 P.M. via Zoom using the link <https://zoom.us/j/4043810373> to determine:
- a. Whether the proposed settlement of this action should be finally approved as fair, reasonable and adequate;
 - b. Whether this action should be dismissed with prejudice pursuant to the terms of the settlement;
 - c. Whether Class Members should be bound by the release set forth in the proposed settlement; and
 - d. Whether Plaintiff’s application for an award of attorneys’ fees and expenses to Class Counsel, and for an individual service award, should be approved.
9. On or before March 17, 2023, Eagle One shall furnish its final class list, including co-borrowers, to the Settlement Administrator.
10. **Notice by Mail and Website.** On or before April 6, 2023, the Settlement Administrator shall mail the Class Notice (with proper dates filled in) substantially in the form attached to this Order to the last-known address of each potential Class Member as reflected on Defendant’s current and reasonably accessible records, or such other, more current address as the Settlement Administrator may discover, pursuant to the terms of the Settlement Agreement. The Class Notice shall be sent by first-class mail, postage prepaid. By the same date, the Settlement Administrator shall also create a website where the important case documents (the Amended Complaint, the Settlement Agreement, this Preliminary Approval Order, etc.) and deadlines may be viewed. The website address shall appear in the Class Notice.

11. **Proof of Mailing.** On or before June 5, 2023, 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. Class Counsel shall file the affidavit along with Plaintiff's motion for final approval on or before June 16, 2023.
12. **Findings Concerning Notice.** The Court finds that the Class Notice attached hereto 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.
13. **Exclusion from Class.** Any Class Member who wishes to be excluded from the Class must send a written request for exclusion to the Settlement Administrator with copies to Class Counsel and Defense counsel at the addresses provided in the Settlement Class Notice. Any such exclusion request must be sent by first-class mail, postage prepaid, and must be postmarked no later than May 22, 2023. 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.
14. **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. A Class Member may assert such objections

independently or through an attorney hired at their own expense. To object, a Class Member should mail a written objection to the Settlement Administrator, Class Counsel and Defense Counsel at the addresses provided in the Settlement Class Notice, no later than May 22, 2023. Any objection should state the name of the case, 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.


b. **Notice of Appearance.** If a Class Member hires an attorney to represent him or her, the attorney must file a notice of appearance with the Office of Judicial Records and deliver a copy of that notice to Defendant's counsel and to Class Counsel.

c. **Appearance at Final Approval Hearing.** Any Class Member who files and serves a timely, written objection pursuant to the terms of paragraph 14(a) 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.

15. **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.

16. **Use of Order.** This Order shall not be construed or used as an admission, concession, or finding by or against Defendant of any fault, wrongdoing, breach, or liability, or of the appropriateness or permissibility of certifying a class on contest, or for any purpose other than settlement. Nor shall the Order be construed or used as an admission, concession, or finding by or against Plaintiff 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.
17. **Continuance of Hearing.** The Court reserves the right to continue the Final Approval Hearing without further written notice, except that notice of any continuance shall be provided by plaintiff's counsel to any Class Member, or their counsel, who has filed an objection, and notice shall be posted on the Class website.

BY THE COURT


RAMY I. DJERASSI, J.