IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

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

Plaintiffs,

v.

CLEARVIEW FEDERAL CREDIT UNION,

Defendant.

CLASS ACTION

NO. GD-19-012804

PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS, AND ATTORNEY FEES AND EXPENSES (UNCONTESTED)

FILED ON BEHALF OF:
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I. MATTER BEFORE THE COURT

Representative Plaintiffs, Pierre Cameron and Jason Starr, submit this memorandum in support of their Motion for Final Approval of Class Action Settlement and for the Approval of Attorney Fees and Litigation Expenses. The Settlement Agreement, attached as Exhibit 1, calls for over 600 Pennsylvania consumers to (a) divide $1.25 million (after payment of fees, litigation expenses, and administration costs), (b) receive complete forgiveness of (disputed) deficiency claims totaling about $2.76 million, (c) receive valuable equitable-type relief in having the negative trade line data removed from their consumer credit reports, and other relief. The aggregate monetary relief is over **$4 million**, before considering the value of the credit repair.

The Notice of Proposed Class Action Settlement (the "Notice") approved by the Court has been duly mailed to the Class Members. Ex. 1, Class Admin. Decl. ¶¶ 2–6. The Notice informed Class Members of the terms and benefits that the settlement provides, of the right to exclude themselves, and of the right to object to the settlement. *Id.* at Ex. A thereto, Notice at p.2. The Notice also informed Class Members that Plaintiffs would apply for an award of Class Counsel fees in the amount of $500,000 from the common fund and for reimbursement of litigation

expenses, subject to approval of the Court. *See id.* at Ex. A thereto, Notice ¶ 16.

Of the 600+ class members to whom Notice was mailed, not a single Class Member has objected to the settlement, and only two have excluded themselves. Ex. 1, Class Admin. Decl. ¶¶ 7–8. If the settlement is approved as presented, the approximate check that a Class Member will receive is $1,175 unless there were co-borrowers in which case the payment will be split between them. In addition, auto loan deficiency balances being forgiven average approximately $4,789.

As discussed below, the settlement is eminently fair and in the best interests of the Class.[1] It is in line with class settlements approved throughout the Commonwealth involving similar claims of improper repossession practices. The settlement, as proposed, satisfies all of the criteria to be applied for both the approval of class action settlements and also for the award of Class Counsel fees and litigation expenses from a common fund.

II. QUESTIONS PRESENTED

Should the Court grant final approval of this proposed class action settlement providing for cash, debt forgiveness, credit reporting correction, and other benefits where all elements for final settlement approval have been met and no class member has objected?

Suggested Answer: YES

Should the Court approve a service award to Representative Plaintiffs Pierre Cameron and Jason Starr in the amount of $15,000 each, in recognition of their service to the Class, where Plaintiffs have rendered valuable service toward this substantial class settlement?

Suggested Answer: YES

Should the Court approve Class Counsel's contingency fees from the common fund in the amount of $500,000, representing only 12.46% of the $4.01 million monetary value of the settlement (without quantifying credit report correction benefits), and expense reimbursement of $9,602, where all elements of Rule 1717 are satisfied and no Class Member has objected?

Suggested Answer: YES

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[1] This Settlement involves both a class and a subclass. For simplicity, Plaintiffs refer to both collectively as the Class.

III. NATURE OF THE CASE

As the Court has overseen this case since September 2019, and because the legal claims at issue were fully briefed in the motion for preliminary approval, Plaintiffs will simply summarize the underlying claims here to provide context for this motion. This consumer class action is brought pursuant to Pennsylvania's Uniform Commercial Code ("UCC"), 13 Pa. C.S. § 9601, *et seq.*, which provides certain protections for consumers when their vehicles are repossessed. Nonjudicial or "self-help" vehicle repossession allows a secured creditor to take back a borrower's vehicle upon default with no writ or oversight from any court. This remedy leaves the consumer vulnerable to abuses in the practice of auto repossession and to overreaching by lenders and their repossession agents.

Article 9 of Pennsylvania's UCC requires secured parties to provide consumers with specific, detailed notices after repossession but before sale of the collateral. 13 Pa. C.S. §§ 9611(b), 9614. This notice allows the borrower an opportunity to protect his interest in the collateral. *Indus. Valley Bank & Trust Co. v. Nash*, 502 A.2d 1254, 1263 (Pa. Super. 1985).

As briefed in detail in their Motion for Preliminary Approval, Plaintiffs contend that the Notices sent by the credit union to the Class failed to include the information required by the Code. Clearview denies these claims. Plaintiffs and the Class seek statutory damages as a result of Defendant's alleged failure to comply with the UCC. Statutory damages are calculated by adding the amount of the finance charge and 10% of the amount financed on each consumers' obligation. 13 Pa. C.S. § 9625(c).

IV. HISTORY OF THE LITIGATION AND THE LEAD-UP TO SETTLEMENT

Plaintiff Pierre Cameron filed his Class Action Complaint on September 6, 2019. Clearview filed an Answer with New Matter and Counterclaim in October 2019. Cameron filed

his reply in November 2019.

On July 2, 2020, by stipulation of the parties, Plaintiff Cameron, now joined by Co-Plaintiff Jason Starr, filed an Amended Class Complaint. Clearview filed an Answer with New Matter and Counterclaim against Cameron. Plaintiffs thereafter filed an Answer to Counterclaim with New Matter. Clearview filed a reply on January 6, 2021, closing the pleadings.

The parties then proceeded into class discovery. During and after the completion of discovery on class certification, counsel for the parties engaged in a series of negotiations over the prospect of a classwide settlement. A settlement in principle was reached and after months of further negotiation the parties executed a written Settlement Agreement (Ex. 2).

The Court preliminarily approved the class settlement on July 26, 2022. Notice was issued as directed. Ex. 1, Class Admin. Decl. ¶¶ 2–6. Plaintiffs now ask the Court to finally approve the class settlement.

V. NATURE AND TERMS OF THE SETTLEMENT

As noted, the significant terms of the class-wide settlement are as follows:

1. Clearview will pay $1.25 million in cash into a fund. The Settlement Fund will be used to pay Class Members, the costs of the settlement administrator ("Administrator"), approved Class Counsel fees and expenses, and representative service awards to Plaintiffs. Ex. 2, Sett. Agrmt. ¶ 2.06.

2. Approximately $2.76 million in (disputed) auto deficiency balance claims arising from Class Member's finance agreements with Clearview will be eliminated—unless a Class Member affirmatively foregoes this benefit. *Id.* ¶¶ 2.06(a), 2.11. Clearview has also agreed to satisfy any existing deficiency judgments and to cease active collections. *Id.* ¶¶ 2.10, 2.12.

3. Clearview will advise all Consumer Reporting Agencies to whom it reports to delete entirely the applicable tradeline from the Class Members' credit reports. *Id.* ¶ 2.09.

4. Checks mailed to Class Members will be good for a period of 120 days. In the event the balance from uncashed checks exceeds $50,000, the agreement calls for a second distribution. *See id.* ¶ 3.03b. Any second distribution will be mailed by the Administrator to those Class Members who cashed the first check. *Id.*

5. Whatever residual funds remain after the second distribution—or if the initial distribution leaves a residual fund of less than $50,000—shall be distributed as a *cy pres* remedy, as required by Rule 1716.[2] The settlement calls for distribution as follows: (A) 50% to IOLTA; (B) 50% to Neighborhood Legal Services Association of Pittsburgh. The *cy pres* residual funds shall be used for consumer education, counseling, and advocacy purposes as set forth in the Settlement Agreement at ¶ 3.05—consistent with the direction of Rule 1716(b).

If the settlement is approved as requested, the Class Members will receive a check in the approximate amount of **$1,175**. However, if there is a co-obligor on the loan, the payment is shared pro rata between the borrowers. The average amount of the auto loan deficiency forgiven by this settlement is about **$4,789** per account with a deficiency. The settlement will also provide valuable credit reporting correction.

In some ways, this settlement represents a better result than could have been achieved through continued litigation. The $2.76 million waiver of deficiency balance claims is substantial and plainly improves the financial position of every affected class member. Stated aptly by one

[2] Under Rule 1716, at least 50% of the remaining funds "shall be disbursed to the Pennsylvania Interest on Lawyers Trust Account Board" ("IOLTA") for legal services for the indigent, and the remaining funds must be disbursed to any entity(ies) "for purposes that have a direct or indirect relationship to the objectives of the underlying class action, or which otherwise promote the substantive or procedural interests of the members of the class." Pa. R. Civ. P. 1716(b).

court: "Deficiency claims, particularly those involving consumers, are essentially a sword of Damocles, an inchoate anxiety, a second shoe that might or might not drop. Collection lawsuits precipitate adverse credit reports, and those can further hamper a consumer's ability to get on with her life." *Arvelo v. Park Fin. of Broward, Inc.*, 15 So. 3d 660, 663–64 (Fla. 3d Dist. Ct. App. 2009).

Moreover, the credit relief provided by this settlement is extraordinarily valuable. To explain for the Court the benefits of this credit reporting relief, Plaintiffs provide the expert report of Thomas A. Tarter, a court-approved expert and career banker with more than 50 years of experience relating to matters of consumer credit. Ex. 3, Tarter Report at pp. 2–3. Mr. Tarter explains how all Class Members will benefit from the credit repair provisions in the Settlement Agreement, including lower interest rates, access to better credit terms and conditions, enhanced employment opportunities, lower insurance rates, better housing opportunities, and more. *Id.* at pp. 15–16.

In *Ciccarone v. B.J. Marchese, Inc.*, 2004 WL 2966932 (E.D. Pa. Dec. 22, 2004), a local car dealer and its principals were sued over an identity theft scam that caused credit harm and other damage. *Id.* at *9–10. The class settlement created a cash fund of $2.45 million, it released class members from loan obligations, and it provided credit report correction. The court determined that the value of credit repair—though difficult to pinpoint—is approximately equal to the cash component, increasing the overall value of the settlement to at least $4.9 million. *Id.* at *9–10.

Here, application of that approach would add some $1.25 million in value to the $1.25 million in cash, in addition to the $2.76 million in debt forgiveness, for an aggregate settlement value of about **$5.26 million**. Other courts have similarly recognized the considerable value in a class settlement that provides for removal of negative reporting from a consumer's credit report. *See Cosgrove v. Citizens Auto. Fin., Inc.*, 2011 WL 3740809, at *7 (E.D. Pa. Aug. 25, 2011)

(holding in a very similar repossession notice class action that the "additional obligation to correct negative entries on class members' credit reports is tangible and adds value to the settlement").

VI. LEGAL ARGUMENT

A. Final Approval of the Class Settlement Should be Granted

The Pennsylvania Supreme Court has noted that "settlements are favored in class action lawsuits." *Dauphin Deposit Bank and Trust Co. v. Hess*, 727 A.2d 1076, 1080 (Pa. 1999); *accord Buchanan v. Century Federal Savings and Loan Assoc.*, 393 A.2d 704 (Pa. Super. 1978); *Milkman v. Am. Travellers Ins. Co.*, 61 Pa. D. & C. 4th 502, 513, 2002 WL 32170095 (Phila. C.C.P. Mar. 28, 2002). "The law favors settlement, particularly in class actions and other complex cases, to conserve judicial resources and reduce parties' costs." *Milkman*, 61 Pa. D. & C. 4th at 513.[3]

Pennsylvania Rule of Civil Procedure 1714(a) provides that "no class action shall be compromised, settled, or discontinued without the approval of the court after hearing." In July 2021, this Court found preliminarily that the elements of Pa. R. Civ. P. 1702, 1708, and 1709 had been satisfied and the Court then certified the Classes for purposes of settlement. The second step was the dissemination of notice of the proposed settlement to all Class Members, which was carried out successfully by the class administrator. Ex. 1, Class Admin. Decl. ¶¶ 2–6. The third step is final approval. *See* MANUAL FOR COMPLEX LITIGATION, FOURTH, § 21.63 (2004); *Brophy*, 921 A.2d at 88 (describing the accepted procedure from proposed class settlement, to preliminary approval, to notice, and then to final approval).

Final approval of this settlement requires the Court to consider whether the settlement falls within a "range of reasonableness" using a seven-part test. *Dauphin Deposit*, 727 A.2d at 1078; *Milkman*, 61 Pa. D. & C. 4th at 513. Each of these factors favors final approval of the settlement.

[3] The court's cogent opinion on class certification in *Milkman* is frequently cited and indeed was relied upon by the appellate court in *Brophy v. Philadelphia Gas Works*, 921 A.2d 80, 88 (Pa. Commw. Ct. 2007).

1. The Risks of Establishing Liability and Damages

"The risks surrounding a trial on the merits are always considerable." *Milkman*, 61 Pa. D. & C. 4th at 533. A reviewing court "must recognize the uncertainties of law and fact in any particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion." *Id.* (internal citations omitted). Courts should refrain from attempting to resolve unsettled legal issues. *Buchanan*, 393 A.2d at 710.

Although confident in his claims, Plaintiffs face a number of risks if their case proceeds to contested certification and trial. While the UCC is clear about the notice requirements and statutory damages, there is little appellate authority in Pennsylvania on this claim as a class action. Clearview vigorously denies that its notices run afoul of the UCC, and it has asserted affirmative defenses in New Matter, including setoff. Defendant challenged the typicality and adequacy prongs of the class certification rule. A lengthy appeal would be likely. These issues, and others, presented risks for the parties, and played a role in the decision to reach a settlement. *See Dauphin Deposit*, 727 A.2d at 1079–80.

2. The Settlement is Reasonable in Light of the Best Possible Recovery

In comparing a proposed settlement's value with the best possible recovery, the Court "should not make a proponent of a proposed settlement justify each term of settlement against a hypothetical or speculative measure of what concessions might have been gained; inherent in compromise is a yielding of absolutes and an abandoning of highest hopes." *Milkman*, 61 Pa. D. & C. 4th at 540. The focus should be on "the economic valuation of the proposed settlement." *Id.*

Here, the monetary relief to the class is over $4.01 million, which includes a cash fund of $1.25 million and the complete elimination of approximately $2.76 million in disputed auto loan

deficiency balances claimed by Clearview.[4]

Even alone, this aggregate monetary relief compares favorably with the best possible recovery on Plaintiffs' claim, which is approximately $3.7 million. But this $3.7 million is the *maximum* possible statutory damages for a six-year class of consumers, assuming all of Plaintiffs' legal theories are accepted and the class is certified on contest. This cash relief will be available to the consumer Class Members most likely later this year (after final approval)—not years in the future.

Further, even that maximum $3.7 million judgment would not provide the significant equitable-type credit repair relief obtained here, which has several far-reaching benefits as discussed by Mr. Tarter. Ex. 3, Tarter Report at pp. 15–16. Previous decisions in consumer cases have recognized the "valuable equitable relief of credit report correction." *See, e.g.*, *Cosgrove v. Citizens Auto Fin.*, No. 09–1095, 2011 WL 3740716 (E.D. Pa. Aug. 25, 2011) (approving similar UCC repo notice class settlement).

As compared to the best possible recovery, the proposed settlement is reasonable.

3. The Range of Reasonableness in Light of All Attendant Circumstances

In analyzing this factor, the test is not the adequacy of the settlement based on what could be the best possible outcome for the Class, but instead, is whether the settlement is reasonable in light of the stage of the proceedings, and the complexity, expense and duration of further litigation. *Dauphin Deposit*, 727 A.2d at 1079. If litigated further rather than resolved here, an appeal would also be foreseeable and likely, as our appellate courts have addressed these Article 9 consumer-notice provisions only a small handful of times. The litigation would potentially last for years,

[4] Plaintiffs disputed these claimed setoffs, asserting that they were presumptively zero, some time-barred, and others difficult for the Credit Union to prove. This settlement avoids the potential of protracted litigation over defenses to deficiency claims.

during which time the credit union would have the opportunity to continue collection on the Class Members' deficiency balances, and during which time negative items would remain on Class Members' credit reports. This settlement, with the generous three-pronged benefits, available *now*, is more beneficial than continued litigation of this case to some indeterminate future point in time.

4. The Complexity, Expense, and Likely Duration of the Litigation

As a general rule, class action litigation is complex, time consuming, and expensive. This case is over three years old, filed in September 2019. Substantial discovery was exchanged before meaningful settlement negotiations began (see *infra*). Liability is disputed and would have to be resolved by summary judgment or trial. Class certification and trial could be followed by appeals. But for the proposed settlement, this case could continue to be contested for years. The complexity and expected expense and delay weigh in favor of class settlement. *See In re Bridgeport Fire Litig.*, 8 A.3d 1270, 1285–86 (Pa. Super. 2010) (complexity of class case and prospect for appeals weighs in favor of approving class settlement).

5. The Stage of Proceedings and the Amount of Discovery Completed

This prong addresses whether the case has progressed to a point where the parties have sufficient knowledge to reasonably determine that settlement is in the parties' best interest. "Through this lens, the court can determine whether counsel had an adequate appreciation of the merits of the case before negotiating." *Milkman*, 61 Pa. D. & C. 4th at 544.

Plaintiffs and Class Counsel believe that they have engaged in sufficient discovery to fully evaluate the merits and potential value of the claims, and the relative risks to obtaining a greater recovery through further litigation or trial. Class Counsel has reviewed hundreds of pages of documents produced by Clearview. Ex. 4, Flitter Cert. ¶ 32. Both sides have compiled spreadsheets listing important account details of Class Member accounts. Plaintiffs deposed

Clearview's Director of Resolutions, confirming details about the form notices used, the consumer nature of subject accounts, and the maintenance of files. Class Counsel does not believe that further discovery would have provided Plaintiffs or the Class with any additional data or leverage to obtain a larger recovery.

6. Experienced Class Counsel Endorses this Settlement

In evaluating the fairness of a proposed settlement, the "opinion of experienced counsel is entitled to considerable weight." *Fischer v. Madway*, 485 A.2d 809, 813 (Pa. Super. 1984). Here, Class Counsel is of the opinion that the settlement is fair, reasonable, and in the best interests of the Class. Ex. 4, Flitter Cert. ¶ 33. In addition to providing the three-pronged relief, the settlement called for the cessation of collections. Ex. 2, Sett Agrmt. ¶ 2.10. If the settlement is approved on the timeline presented, checks would be disbursed starting in November 2022, before the winter holidays. Importantly, the Class Members are individuals who were deemed to be in default on loan payments and had their cars repossessed, making these tangible monetary and nonmonetary settlement benefits all the more meaningful for these financially distressed consumers.

7. Reaction of the Class Supports Settlement: No Objections

Reaction of the Class is a key factor in weighing approval and reasonableness of the settlement. *See Dauphin Deposit*, 727 A.2d at 1080; *Buchanan*, 393 A.2d at 709. As noted, no class member objected to the settlement, and there were only two exclusions. Ex. 1, Class Admin. Decl. ¶¶ 7–8. The lack of any objections is entitled to "substantial weight." *See Treasurer v. Ballard Spahr Andrews & Ingersoll LLP*, 866 A.2d 479, 486 (Pa. Commw. Ct. 2005). This settlement has been embraced by the Class, weighing heavily in favor of approval.

B. The Service Awards to Plaintiffs are Fair, Reasonable, and Appropriate

Service awards to the named Plaintiffs are common in consumer class action settlements. *See, e.g.*, *Sullivan v. DB Investments, Inc.*, 667 F.3d 273, 333 n.65 (3d Cir. 2011). The purpose "is to compensate named plaintiffs for the services they provided and the risks they incurred during the course of class action litigation and to reward the public service of contributing to the enforcement of mandatory laws." *Id.* (internal quotation marks omitted). Courts in Pennsylvania have approved service awards of $25,000 or more. *See, e.g.*, *Pfeifer v. Wawa, Inc.*, No. 16-497, 2018 WL 4203880, at *15 (E.D. Pa. Aug. 31, 2018) ("[T]he amount requested, $25,000, is comparable to incentive awards granted by courts in this district and in other circuits.").

The Settlement Agreement calls for each Plaintiff to receive a service award in the amount of $15,000 for their service as Representative Plaintiffs. Ex. 2, Sett. Agreement ¶ 2.14. Plaintiffs have worked closely with counsel throughout the litigation, engaged in many phone conversations about the status of the case, kept abreast of litigation, and reviewed documents related to the case. Ex. 4, Flitter Cert. ¶ 34. Plaintiffs have generally gone out of their way to serve the best interest of the Class at their own risk and expense. *Id.*

The proposed service award was described in the Class Notice at ¶ 16 and also drew no objection from any Class Member. But for Plaintiffs' advocacy, the case could not have resulted in this substantial settlement affording class members this meaningful, tangible cash relief, credit repair, and debt forgiveness to hundreds of Pennsylvania consumers. In light of Plaintiffs' service to the Class and the results obtained, the requested service award is entirely appropriate.

C. Class Counsel Fees and Litigation Expenses Should be Approved

It has long been the law that one who successfully maintains a lawsuit that creates a common fund is entitled to reasonable compensation from the fund as a whole. *Trustees v.*

Greenough, 105 U.S. 527, 533-34 (1882); *see also Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980). This principle was adopted by Pennsylvania's Supreme Court over 100 years ago:

> Distribution of a fund is to be governed by equitable considerations. The right to charge a fund with costs and expenses depends on whether the litigation in which the costs and expenses were incurred was in promotion of the interests of those eventually found to be entitled to the fund. . . . Money paid for such purposes was paid to promote the interests of all who are entitled to share in the fund, and should be borne by the fund.

Schwartz v. Keystone Oil Co., 30 A. 297, 298 (Pa. 1894); *see also Cutting Edge Sports, Inc. v. Bene-Marc, Inc.*, 2007 Phila. Ct. Com. Pl. LEXIS 235 (Aug. 10, 2007) ("in a class action, the class' attorneys fees are to be paid out of the common fund awarded to the class").

In common fund cases, the preferred method of awarding fees is the "percentage of recovery" method. *See Mehling v. New York Life Ins. Co.*, 248 F.R.D. 455, 464 (E.D. Pa. 2008) (the "percentage of recovery method is generally favored in common fund cases because it allows courts to award fees from the fund in a manner that rewards counsel for success and penalizes it for failure"). The amount of attorney fees sought here—$500,000—amounts to about 12.46% of the $4.01 million in combined cash and debt forgiveness ($1,250,000 + $2,760,000 respectively = $4,010,000).[5]

If the Court assigns value to the credit repair benefit in an amount equal to the cash component as the *Ciccarone* court did, the combined value of the cash proceeds, debt forgiveness, and credit report correction would sum to $5.26 million and the fees requested approximate **9.5%** of the common fund. 2004 WL 2966932 at *10 ("The most straightforward method for estimating the value of the equitable relief [credit report correction] is to have it equal the value of the

[5] To be sure, courts have considered the value of debt forgiveness when determining settlement value. *See, e.g.*, *Cosgrove*, 2011 WL 3740809 at *9 (settlement value increased by monetary value of debt forgiveness component).

monetary relief").[6] Finally, the fee request of $500,000 comes to 40% of the $1,250,000 cash-only component of the settlement. This request is well within the accepted mainstream of prior approvals. *See Milkman*, 61 D&C 4th at 568. In a very similar UCC repossession class action settlement, this Court approved Class Counsel's requested fee award which came to 40% of the cash-only component and approximately 8.35% of the combined cash and debt forgiveness. Ex. 5, *Meyer v. Northwest Savs. Bank*, No. GD-13-024884 (Allegheny C.C.P. Order Dec. 22, 2016 at ¶ 5) (Wettick, J.).

The Court is to evaluate reasonableness of fees based on the seven factors articulated in *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 201 (3d Cir. 2000), cited with approval in *Milkman*. Additionally, Pennsylvania Rule of Civil Procedure 1717 sets forth five factors to be considered "among other . . . factors" when awarding attorneys' fees in a class action. Pa. R. Civ. P. 1717. All of the *Gunter* and Rule 1717 factors are addressed below, respectively.

1. Size and Nature of the Common Fund Created, and the Number of Persons Benefited, Supports Approval

As discussed, over 600 Pennsylvania consumers will receive (or share with their coborrower) a substantial check for about $1,175, and those consumers with a deficiency balance on the books (in the average sum of $4,789) will have it wiped out completely, *without* the need to file a claim form. In other words, a class member with an alleged deficiency is set to receive, on average, monetary relief of over $5,964.

In addition to this tangible monetary relief, Defendant will also request the removal of the class members' tradelines from their credit reports, including any notation of a "repossession" or

[6] There are other elements of relief to the class, such as the immediate cessation of collection activity and the satisfaction of any deficiency judgments already of record. *See* Ex. 2, Settlement Agreement ¶¶ 2.10, 2.12. Plaintiffs do not attempt to value these separately here, but deems these benefits subsumed within the value assigned to the debt forgiveness and to the equitable-type relief.

history of late payments. This substantial relief will benefit every class member in obtaining better employment opportunities, housing opportunities, credit terms, insurance rates—improving each class members' quality of life, as explained in detail by Mr. Tarter. Ex. 3, Tarter Report at pp. 13–16. But for this settlement, under the Fair Credit Reporting Act, these adverse trade lines could have remained on these consumers' credit report for 7½ years from the date of default. *Seamans v. Temple University*, 744 F.3d 853, 860 (3d Cir. 2014). These substantial benefits support the fee award sought.

2. The Absence of Objections Supports the Request for Fees

The Notice of Class Action and Proposed Settlement approved by this Court was mailed to the Class of over 600 borrowers advising them that Class Counsel would apply for an award of fees not to exceed $500,000 plus litigation expenses of up to $15,000. Ex. 1, Class Admin Decl. at Ex. A thereto, Notice ¶ 16. The actual expenses, as discussed below, have come in lower. As noted, there have been no objections to this request for fees and expenses, nor to the settlement generally. Ex. 1, Class Admin. Decl. ¶ 8. The absence of any objection to the fees requested supports the award of fees sought. *See Gunter*, 223 F.3d at 191, 195 n.1.

3. The Skill and Efficiency of Class Counsel Supports Approval

The prevailing party's degree of success is a "critical consideration." *See Signora v. Liberty Travel, Inc.*, 886 A.2d 284, 293 (Pa. Super. 2005). Related factors include "the difficulties faced, the speed and efficiency of the recovery, the standing, experience and expertise of counsel, the skill and professionalism with which counsel prosecuted the case and the performance and quality of opposing counsel." *Mehling*, 248 F.R.D. at 465 (internal citations and quotations omitted). The goal is to ensure that competent counsel continue to undertake risky, complex and novel litigation for the benefit of large numbers of class members who might otherwise lack reasonable access to

justice. *Milkman*, 61 Pa. D. & C. 4th at 569.

Here, Class Counsel has obtained a very substantial and definite cash, cash-equivalent, and equitable benefit for this class of consumers who had their vehicles repossessed. Counsel did so as efficiently as possible. This litigation was not facile. This area of the law is not heavily litigated. And it is nuanced—requiring a thorough understanding of whether aspects of a credit union's repossession practices fail a test of commercial reasonableness as to a large group of consumer borrowers all deemed by the credit union to be in default of their loan obligations.

Despite the inherent risks of the litigation, counsel was able to shepherd this case to a very favorable settlement. Assuming the Court finds that the settlement should promptly receive final approval, checks should begin being mailed in early December of this year. In the absence of this litigation, most of the class members lack any reasonable access to legal representation to pursue their small-value statutory claims under the UCC. This is largely because this case raises arcane issues of consumer finance law and secured transactions in which many capable general practitioners do not practice. Moreover, UCC Article 9 under which Plaintiffs sued does not have a statutory fee-shifting provision. 13 Pa. C.S. § 9625(c).

As set forth in the certifications of Class Counsel, the Flitter Milz firm and its lawyers have a great deal of experience litigating consumer class actions (including repossession class actions) and are recognized as having expertise in the field. (*See* Exhibits 4, 6, and 7). As recognized by Judge Schiller in a very similar repossession notice class action:

> [C]lass counsel [Flitter Milz] is highly experienced, having successfully litigated numerous consumer class actions. Class counsel submitted high-quality work to the Court throughout this litigation, and they pursued the case vigorously against able opposing counsel. These factors weigh in favor of the [fee] award.

Cosgrove, 2011 WL 3740809 at *9 (internal citation omitted). Plaintiffs were also represented by experienced consumer practitioners James Pietz and the law firm Feinstein, Doyle, Payne &

Kravec, LLC, as well as Carlo Sabatini and the law firm Sabatini Freeman, LLC. Ex. 8, Pietz Declaration; Ex. 9, Sabatini Affidavit. Moreover, Clearview has been represented by skilled and experienced attorneys at the Blank Rome law firm. Vigorous advocacy "against able [defense] counsel" weighs in favor of approval of the fee request. *Cosgrove*, 2011 WL 3740809 at * 9.

4. The Magnitude, Complexity and Uniqueness of the Litigation

This case was of intermediate magnitude and complexity. On the one hand, there were only two plaintiffs alleging violations of one statute, and only one defendant. There was no satellite or competing litigation as sometimes happens in class litigation. At the same time, the case involved vehicle installment sales to hundreds of Pennsylvania consumers, and data had to be collected on each and every one of them.

One of the more significant issues in this litigation and in settlement negotiations was Clearview's assertion of claimed deficiency balance offsets. Clearview maintained throughout the case that some Class Members had an outstanding deficiency reflecting the spread between what the Class Member's car sold for at auction and the balance of any debt owed to Clearview. This argument has the potential to diminish or completely offset the recovery for the Class Members.

Suffice it to say that this all added to the complexity of the case, and it informed Class Counsel's litigation and settlement strategy. Counsel weighed the amount of cash each Class Member might receive, the value of debt cancellation, and the value of credit report correction to the Class Members. The resultant Settlement Agreement attained relief which, as noted, in some ways exceeds the quantum of relief available at a trial. The effort to forge a settlement that combined substantial cash and debt forgiveness and credit report correction sooner than later was not simple, and in some ways adds a complexity that a "litigation only" approach would not have.

The debt forgiveness benefit also raised income tax issues. Since 2012, the IRS has taken the position that forgiveness of the claimed deficiency balance may be includable as "income" for tax purposes under IRS Regulations § 6050P and may require a financial institution to issue a 1099C form to the borrower. *See IRS Private Letter Ruling re: Baumgartner*, PLR 104257-12, Oct. 5, 2012 (Ex. 10). The credit union has represented that the forgiveness of deficiency claimed due will require the credit union to issue an IES 1099C form. To address this taxation issue, counsel drafted the Settlement Agreement affording Class Members the *choice* of not having their deficiency forgiven after being fully advised that the forgiven amount may yield an IRS 1099C form and may constitute income, subject to taxation. See 26 C.F.R. § 1.6050P-1. Separate and apart from the two opt-outs, only two class members have excluded themselves from the debt forgiveness component of the settlement. Ex. 1, Class Admin. Decl. ¶ 9.

Moreover, final approval by no means ends the complexities (or work) to be faced by Class Counsel. If past experience is any indication of the post-approval work to follow in this case, Class Counsel can expect to deal with future phone calls and letters from Class Members, their family, or lawyers, related to, among other things, nonreceipt of—or incorrectly made-out—checks, co-borrower/co-payee issues, credit reporting that has not yet been corrected, ongoing collection efforts, and the like. Ex. 4, Flitter Cert. ¶ 35. Class Counsel will not make any additional application for fees after Final Approval. This factor supports approval of the fees requested.

5. Class Counsel Undertook the Risk of Nonpayment

Class Counsel undertook and has handled this action on an entirely contingent fee basis. Class Counsel has collectively devoted more than 486 hours of time and some $9,602 in expenses in prosecuting this action without any assurance of being compensated. Ex. 4, Flitter Cert. ¶ 35; Ex. 9, Sabatini Aff. ¶ 15–16; Ex. 8, Pietz Decl. ¶ 25–27. The contingent nature of this

representation is to be taken into consideration by the Court. See Pa. R. Civ. P. 1717(5); *Milkman*, 61 Pa. D. & C. 4th at 561–62.

The risk of no recovery in class cases of this type is real. There are many class actions in which counsel have expended hundreds of hours, incurred considerable expenses, and yet received no remuneration despite their diligence and expertise. Even obtaining a favorable jury verdict is not a guarantee of success. *See, e.g.*, *Debbs v. Chrysler*, 810 A.2d 137 (Pa. Super. 2002) ($50 million class verdict vacated). While Plaintiffs are not suggesting that Clearview is in any financial distress, even large financial institutions sometimes fail, leaving their creditors stuck.[7]

Although Plaintiffs expect the Class Members' claims would have been certified on contest, Clearview has made it known that it would vigorously oppose certification. While Plaintiffs are confident in the strength of their case, and of the ability to secure statutory damages, cases such as this are fairly novel in the Pennsylvania jurisprudence, and there is not insignificant risk. *See Milkman*, 61 D. & C. 4th at 561–62. The risk of nonpayment in this case weighs in favor of approving the requested fee.

6. Substantial Time and Resources were Devoted to the Litigation

As mentioned, Class Counsel has expended over 486 hours in aggregate time thus far prosecuting this case on behalf of the Class. As noted above, additional time is sure to be spent on class member issues post-approval. Ex. 4, Flitter Cert. ¶ 35. Attorney time was devoted to the briefing preliminary objections, reviewing and cataloging copious discovery documents and data, deposing Clearview's corporate witness, and researching substantive legal issues in the case. Class Counsel has been communicating with the administrator regarding notice and administration.

[7] *See, e.g.*, FDIC, *Bank Failures in Brief – Summary 2001 through 2022*, https://www.fdic.gov/bank/historical/bank/index html (last updated Feb. 16, 2022) (listing 560 bank failures since 2001).

Additional time was spent drafting, negotiating, and redrafting settlement documents (the agreement, proposed orders, and class notice), the motion for preliminary approval, and the instant motion for final approval. Ex. 4, Flitter Cert. ¶ 35.

7. The Fee Request is Supported by all of the Rule 1717 Factors

The fee request readily satisfies the factors set forth in Pa. R. Civ. P. 1717, which overlap substantially with the *Gunter* factors.[8] The above discussion of the history of this litigation amply demonstrates that the time and effort expended by Class Counsel was reasonable and necessary. Pa. R. Civ. P. 1717(1). Settlement was obtained efficiently through skillful litigating and negotiation. The quality of the services rendered is reflected by the excellent recovery for the Class and the $1.25 million cash fund. Pa. R. Civ. P. 1717(2)-(3). This case for statutory damages under UCC Article 9 raised nuanced questions about auto finance law, secured transactions, deficiencies, and taxation of debt forgiveness. *Id.* at 1717(4). Finally, as discussed in the previous section, Class Counsel's receipt of a fee was entirely contingent on success. *Id.* at 1717(5). All these factors support approval here.

D. <u>Reimbursement of Litigation Expenses is Warranted</u>

Class Counsel seeks reimbursement of expenses incurred during prosecution of this case to a successful conclusion. In *Gregory v. Harleysville Mut. Ins. Co.*, 542 A.2d 133, 136 (Pa. Super. 1988), Superior Court held that under the "common fund doctrine," class counsel is entitled to reimbursement of expenses from the settlement fund created.

Here, the litigation expenses for which reimbursement is sought is $9,602—less than the $15,000 projected and disclosed to the Class in the Notice. "Check by check" expenditures can

[8] These factors include (1) the time and effort reasonably expended by the attorney in the litigation; (2) the quality of the services rendered; (3) the results achieved and benefits conferred upon the class or upon the public; (4) the magnitude, complexity and uniqueness of the litigation; and (5) whether the receipt of a fee was contingent on success. Pa. R. Civ. P. 1717; *see also Milkman*, 61 Pa. D. & C. 4th at 558.

be made available if requested by the Court. These expenses were reasonable and necessary to prosecute the case and to Class Counsel's success in achieving the settlement. *Id.* Reimbursement of these expenses should likewise be allowed.

VII. RELIEF

For the reasons detailed herein, Plaintiffs respectfully request that this Court find that the proposed settlement meets all criteria for approval and grant their motion for final approval of this class action settlement. Plaintiffs also ask that the Court allow Class Counsel fees in the sum of $500,000, expense reimbursement in the sum of $9,602, and Representative Plaintiffs' service awards of $15,000 each. A form of order is being provided herewith.

Date: 10/14/2022

/s/ James M. Pietz

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Attorneys for Plaintiffs and the Classes

EXHIBIT "1"

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

PIERRE CAMERON and JASON STARR, individually and on behalf of all others similarly situated, Plaintiffs, v. CLEARVIEW FEDERAL CREDIT UNION, Defendant.	Case No. GD-19-012804

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

I, Demetrius Jenkins, 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 an Analyst for American Legal Claim Services, LLC ("ALCS"). ALCS was selected by the Court to serve as the Settlement Administrator and to otherwise comply with the provisions set forth in the Settlement Agreement and Release and the Order Certifying Settlement Class, Preliminarily Approving Class Settlement and Directing the Issuance of Notice to the Class. I was responsible for overseeing the dissemination of Notice of Settlement to class members, exclusion processing, objection processing, and all other matters required as Settlement Administrator.

3. **Class List Receipt and Processing:** On July 31, 2022, ALCS received the mailing lists ("Class List") from counsel for the Defendant containing 663 records with the names and street addresses. ALCS reviewed and processed the data. A total of 21 duplicates were identified and removed based on a combination of name and address. The final Class List contained 642 class members after the duplicates were removed. Throughout the noticing process, ALCS utilized several means of ensuring the most accurate mailing addresses for class members. These methods included National Change of Address through the USPS, skip-tracing, and manual updates from class members.

4. **Initial Class Notice:** On August 15, 2022, ALCS mailed Notice packet substantially in the form approved by the Court (attached hereto as Exhibit A), to 642 class members.

5. **Returned Mail Handling:** ALCS processed all Class Notices returned by USPS that 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 642 Notices mailed, 116 were returned by USPS as of the date of this declaration. ALCS has remailed 111 Notices to updated addresses. Of the 111 remailed Notices, 1 was returned by 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:

   - Class Notices initially mailed via USPS: 642
   - Class Notices returned by USPS: 116
   - Class Notices remailed via USPS: 111
   - Remailed Class Notices returned as UAA: 1
   - Total number of mailed Class Notices deemed undeliverable: 6
   - Percentage of Class Notices deemed delivered: 99.01%

7. **Exclusions:** The Class Notice instructed those who wish to opt out of the settlement to write to the Settlement Administrator stating that the class member does not wish to participate. It further states that an opt out request must be postmarked by September 26, 2022. As of the date of this declaration, we have received two requests for exclusions for this case (attached hereto as Exhibit B).

8. **Objections:** The Class Notice informed class members who wish to object to the settlement to file their written objection with the Court by September 26, 2022. I am not aware of any objections being filed with the Court as of the date of this declaration.

9. **Elections Not to Accept Deficiency Balance Debt Forgiveness:** The Class Notice permitted class members to elect not to have their deficiency balance waived. It further states that an election must be postmarked by September 26, 2022. As of the date of this declaration, we have received two valid elections for this case (attached hereto as Exhibit C).

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 10, 2022 in Jacksonville, Florida.

Demetrius Jenkins

Exhibit A

PIERRE CAMERON and JASON STARR, individually and on behalf of all others similarly situated, Plaintiffs vs. CLEARVIEW FEDERAL CREDIT UNION, Defendant.	COURT OF COMMON PLEAS ALLEGHENY COUNTY CIVIL DIVISION Case No. GD-19-012804 CLASS ACTION

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

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

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

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

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

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

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

TAXATION

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

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why did I get this notice package?

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

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

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

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

2. What is this lawsuit about?

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

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

3. Why is this a class action?

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

4. Why is there a settlement?

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

WHO IS IN THE SETTLEMENT

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

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

The Repossession Notice Class includes Pennsylvanians whose vehicles were repossessed by Clearview, and who were not sent a Repossession Notice which stated that the consumer had a right to redeem the property at any time before Clearview sold the vehicle; or who were sent a Repossession Notice which stated that "you will no longer have the right to redeem the collateral after the first attempted sale"; or who were sent a Repossession Notice which stated that the charge for an accounting was more than $25; or who were sent a Repossession Notice which stated the debtor "will or will not, as applicable" owe a deficiency, during the period commencing September 6, 2013 through September 6, 2019.

The Deficiency Notice Class are Class Members whose vehicles were repossessed by Clearview and then sold, leaving a deficiency balance claimed due, and who were not sent an explanation of the alleged deficiency stating that future debts, credits, charges, including additional credit service charges or interest, rebates and expenses may affect the amount of the deficiency; or who were not sent a Deficiency Notice at all, during the period commencing September 6, 2013 through the date of September 6, 2019.

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

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide for me?

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

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

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

TAX IMPLICATIONS

7. Tax Implications

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

HOW YOU GET THE BENEFITS OF THE SETTLEMENT

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

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

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

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

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

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

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

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

In the event that the Final Hearing cannot be held at the date, time or place stated above because of unforeseen events such an increase in COVID-19 cases in Allegheny County, then the Settlement website will be updated to identify the location, time and manner of the Final Hearing. The Court may elect to hold the Final Hearing virtually via a computer link using a Zoom or Microsoft Teams platform. In this event, the Settlement website shall be updated to explain how you can attend the Final Hearing using a Zoom or Microsoft Teams link on your computer. Please check the Settlement website at www.ClearviewRepoSettlement.com to confirm the time, place and manner of the Final Hearing.

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

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

12. How do I get out of the settlement?

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

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

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

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

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

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

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

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

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

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

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

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

OBJECTING TO THE SETTLEMENT

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

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

If you are a Class Member, you can object to the settlement if you don't like any part of it. You should state why you object and why you think the Court should not approve the settlement. The Court will consider your views. To object, you must file an objection, or send a letter saying that you object to the settlement in *Pierre Cameron and Jason Starr, individually and on behalf of all others similarly situated v. Clearview Federal Credit Union*, Case No. GD-19-012804. Please be sure to include your name, address, email address (if available), telephone number, your signature, and the reasons you object to the settlement. Mail the objection to all of the three different places listed in Section 12 above, postmarked no later than **September 26, 2022**. The objection must also be filed with the Department of Court Records, Civil/Family Division, First Floor, City-County Building, 414 Grant Street, Pittsburgh, PA 15219.

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

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

THE COURT'S FAIRNESS HEARING

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

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

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

In the event that the Final Hearing cannot be held at the date, time or place stated above because of unforeseen events such an increase in COVID-19 cases in Allegheny County, then the Settlement website will be updated to identify the location, time and manner of the Final Hearing. The Court may elect to hold the Final Hearing virtually via a computer link using a Zoom or Microsoft Teams platform. In this event, the Settlement website shall be updated to explain how you can attend the Final Hearing using a Zoom or Microsoft Teams link on your computer. Please check the Settlement website at www.ClearviewRepoSettlement.com to confirm the time, place and manner of the Final Hearing.

20. Do I have to come to the hearing?

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

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you or your lawyer must send a letter stating that it is your "Notice of Intention to Appear in *Pierre Cameron and Jason Starr, individually and on behalf of all others similarly situated v. Clearview Federal Credit Union*, Case No. GD-19-012804." Your Notice of Intention to Appear must be filed or mailed so as to be filed with the Court no later than **September 26, 2022** and be sent to the addresses specified in Section 12. You cannot speak at the hearing if you exclude yourself from the settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

23. Are there more details about the settlement?

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

You may also call or write to the following:

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

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

Notice ID: _____
PIN: _____

CLEARVIEW REPO SETTLEMENT

Election Not to Accept Deficiency Balance Debt Forgiveness

Please complete this form if you **do not want** Clearview Federal Credit Union ("Clearview") to forgive and eliminate the Deficiency Balance that Clearview says is due from you following the auction sale of your vehicle. You do not need to submit this form to receive the cash and credit reporting benefits of the Settlement or if you want your debt to be forgiven.

☐ ☐ I have corrected my name and address below.

FIRST NAME

LAST NAME

MAILING ADDRESS

CITY STATE ZIP

EMAIL ADDRESS

PHONE ___ - ___ - ____

I declare that I am the Class Member in the Clearview Repo Settlement and I **do NOT want** Clearview to eliminate any Auto Loan Deficiency remaining on my vehicle finance account. By sending in this form, I understand that my credit report will not be modified, and the balance may be subject to collection.

Signature of Borrower: _____ Dated: ____/____/_____

Signature of Co-Borrower (if any): _____ Dated: ____/____/_____

You must return this form postmarked by **September 26, 2022** to:
Cameron v. Clearview Federal Credit Union c/o Settlement Administrator, P.O. Box 23648, Jacksonville, FL 32241

Docket *Received* *Postmarked*

Exhibit B

20 Sept, 2022

Daniel J Bradwell
Cynthia A Bradwell
1205 Oakridge RD
McDonald, Pa 15057

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

We do not wish to be included in class action
suit against Clearview.

Daniel J Bradwell
Cynthia A Bradwell
danave@juno.com

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CAMERON v CLEARVIEW
EXCLUSION 900001

RECEIVED
SEP 26 2022

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

Postmaster: Do Not Mark Barcode

BRADWELL, CYNTHIA A
1205 OAKRIDGE RD
MC DONALD PA 15057-2673

Notice ID: 22123058
PIN: 631486469

PIERRE CAMERON and JASON STARR, individually and on behalf of all others similarly situated, Plaintiffs vs. CLEARVIEW FEDERAL CREDIT UNION, Defendant.	COURT OF COMMON PLEAS ALLEGHENY COUNTY CIVIL DIVISION Case No. GD-19-012804 CLASS ACTION

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

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

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

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

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

1205 OAK Ridge RD
McDONALD, PA 15057

CERTIFIED MAIL

PITTSBURGH
23 SEP 2022

7022 1670 0002 0152 8038

1000

32241

U.S. POSTAGE PAID
FCM LETTER
PRESTO, PA
15142
SEP 23, 22
AMOUNT
$4.60
R2305K132830-03

Settlement administrator
Courion v Cleanova
class settlement
P.O. Box 23648
Jacksonville, FL 32241

RECEIVED
SEP 26 2022

32241-364848

20 Sept, 2022

Daniel J Bradwell
Cynthia A Bradwell
1205 Oakridge RD
McDonald, PA 15057

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

We do not wish to be included in class actoin suit against clearview.

Daniel J Bradwell
Cynthia A Bradwell
danave@juno.com

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CAMERON v CLEARVIEW
EXCLUSION 900002

RECEIVED
SEP 26 2022

1205 OAK Ridge RD
McDonald, PA 15057

CERTIFIED MAIL

PITTSBURGH
23 SEP 2022

7022 1670 0002 0152 8038

UNITED STATES POSTAL SERVICE

1000

32241

U.S. POSTAGE PAID
FCM LETTER
PRESTO, PA
15142
SEP 23, 22
AMOUNT
$4.60
R2305K132830-03

Settlement administrator
Carrow v Cleaning
Class settlement
P.O. Box 23648
Jacksonville, FL 32241

RECEIVED
SEP 26 2022
American [illegible]

32241-364848

Exhibit C

ZYGMUNTOWICZ, FRANZ
98 DELFRED DR
CARNEGIE, PA 15106-1708

Notice ID: 22122358
PIN: 516127677

CLEARVIEW REPO SETTLEMENT

Election Not to Accept Deficiency Balance Debt Forgiveness

Please complete this form if you **do not want** Clearview Federal Credit Union ("Clearview") to forgive and eliminate the Deficiency Balance that Clearview says is due from you following the auction sale of your vehicle in the amount of $32,432.94. You do not need to submit this form to receive the cash and credit reporting benefits of the Settlement or if you want your debt to be forgiven.

X My name and mailing address are correct as printed above. I have corrected my name and address below.

FIRST NAME

LAST NAME

MAILING ADDRESS

CITY STATE ZIP

EMAIL ADDRESS

PHONE - -

I declare that I am the Class Member in the Clearview Repo Settlement and I **do NOT want** Clearview to eliminate any Auto Loan Deficiency remaining on my vehicle finance account. By sending in this form, I understand that my credit report will not be modified, and the balance may be subject to collection.

Signature of Borrower: _____ Dated: 08/18/2022

Signature of Co-Borrower (if any): _____ Dated: ___/___/___

You must return this form postmarked by **September 26, 2022** to:
Cameron v. Clearview Federal Credit Union c/o Settlement Administrator, P.O. Box 23648, Jacksonville, FL 32241

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CAMERON v CLEARVIEW
ELECTION FORM 100015

RECEIVED
SEP 27 2022
Received

Postmarked

HAVENS, SARAH L
133 LEE ST APT 205
CARNEGIE, PA 15106-3145

Notice ID: 22122488
PIN: 987551453

CLEARVIEW REPO SETTLEMENT

Election Not to Accept Deficiency Balance Debt Forgiveness

Please complete this form if you **do not want** Clearview Federal Credit Union ("Clearview") to forgive and eliminate the Deficiency Balance that Clearview says is due from you following the auction sale of your vehicle in the amount of $16,587.21. You do not need to submit this form to receive the cash and credit reporting benefits of the Settlement or if you want your debt to be forgiven.

X My name and mailing address are correct as printed above.

I have corrected my name and address below.

FIRST NAME

LAST NAME

MAILING ADDRESS

CITY STATE ZIP

EMAIL ADDRESS bobthetur key@hotmail.com

PHONE 720-331-2064

I declare that I am the Class Member in the Clearview Repo Settlement and I **do NOT want** Clearview to eliminate any Auto Loan Deficiency remaining on my vehicle finance account. By sending in this form, I understand that my credit report will not be modified, and the balance may be subject to collection.

Signature of Borrower: Sarah Havens Dated: 8/29/2022

Signature of Co-Borrower (if any): _____ Dated: __/__/____

You must return this form postmarked by **September 26, 2022** to:
Cameron v. Clearview Federal Credit Union c/o Settlement Administrator, P.O. Box 23648, Jacksonville, FL 32241

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460
CAMERON v CLEARVIEW
ELECTION FORM 100017

SEP 27 2022
Received

Postmarked

Exhibit 2

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

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

Plaintiffs,

v.

CLEARVIEW FEDERAL CREDIT UNION,

Defendant.

CLASS ACTION

Case No. GD-19-012804

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

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CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release dated as of June 28th, 2022 is entered into by and between Pierre Cameron ("Cameron") and Jason Starr ("Starr") (collectively, the "Class Representatives" or "Plaintiffs"), on behalf of themselves and the Class Members as defined herein, and Clearview Federal Credit Union (as defined herein) ("Clearview" or "Defendant"), intending that as among the Parties, including all Class Members, the Litigation (as defined herein), 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 and Released Persons upon the terms and conditions set forth herein (the "Settlement").

WHEREAS, on or about September 6, 2019, Cameron filed a putative class action Complaint in the Court of Common Pleas of Allegheny County commencing a lawsuit captioned as *Pierre Cameron, individually and on behalf of all others similarly situated v. Clearview Federal Credit Union,* Docket No. GD-19-012804 (the "Litigation"), alleging certain violations of the Uniform Commercial Code of Pennsylvania and Motor Vehicle Sales Finance Act with respect to certain pre-sale notices of repossession and post-sale notices of deficiency that Cameron contends were required to be sent to consumers after the repossession of their motor vehicles;

WHEREAS, on October 22, 2019, Defendant filed an Answer and New Matter to Cameron's Complaint and Cameron filed a Reply to New Matter on November 19, 2019;

WHEREAS, on July 2, 2020, Plaintiffs filed an Amended Complaint, on consent, which, *inter alia*, added Starr as an additional named Plaintiff;

WHEREAS, Plaintiffs sought statutory damages and declaratory relief, and disputed the validity or recoverability of any deficiency balances allegedly owed by Class Members;

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WHEREAS, on August 17, 2020, Defendant filed an Answer, New Matter, and Counterclaim to Plaintiffs' Amended Complaint;

WHERAS, Plaintiffs filed Preliminary Objections to Defendant's New Matter and Counterclaim on October 16, 2020, which the Court overruled on November 30, 2020;

WHEREAS, on December 21, 2020, Plaintiffs filed a Reply and New Matter to Defendant's New Matter and Counterclaim, to which Defendant replied on January 6, 2021 and the pleadings are now closed;

WHEREAS, Clearview denies any and all liability, contends its repossession and deficiency notices complied with applicable law, and asserts other defenses;

WHEREAS, Class Counsel has conducted an extensive investigation into the facts and law relating to the Litigation;

WHEREAS, Plaintiffs have determined to execute this Settlement Agreement and, Plaintiffs, through Class Counsel, intend to urge its approval by the Court after consideration of the following benefits that the Settlement bestows upon the Classes:

(i) Clearview will pay the sum of $1,250,000.00 (one million two hundred fifty thousand U.S. dollars) ("Settlement Fund"). The Settlement Fund is for the benefit of the Class Members and for purposes of implementing this Settlement, and will be used to provide monetary relief to Class Members on a *pro rata* basis as applicable, to pay approved Class Counsel fees and costs, to pay any class representative incentive awards, and to pay the costs relating to the Class Notice and administration of the Settlement, all as approved by the Court;

(ii) Clearview will release all Class Members from any post-repossession Deficiency Balance (as defined below) remaining owed or claimed due to Clearview in

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connection with the retail installment sales contracts or other vehicle loans at issue in this Litigation, whether in judgment or not, with the total claim to deficiencies approximating $2,768,101.94 for the Class (including co-obligors); and

(iii) Clearview will, to the extent permitted by law, make a request to Experian, Equifax, and TransUnion (the "Credit Reporting Agencies" or "CRAs") to delete, entirely, any trade line from Class Members' credit files relating to the finance agreements at issue or, if the trade line cannot be deleted, to report the account balances of Class Members as settled with a zero balance owing on their credit reports for vehicle financing pertinent to the Litigation. This deletion requirement shall not apply to (1) trade lines for Class Members who redeemed their vehicle and reinstated their account; (2) trade lines for Class Members who elect not to have their Deficiency Balance waived; or (3) any loan or account of a Class Member that is unrelated to vehicle financing covered by the Litigation.

WHEREAS, Class Counsel has fully analyzed and evaluated the merits of the Parties' contentions and this settlement as it affects Plaintiffs and the Class Members, 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 this settlement of the Litigation is in the best interests of the Class defined herein; and

WHEREAS, Clearview denies any liability or violation of applicable law, but nevertheless desires to settle the Litigation on the terms and conditions herein set forth, for the purposes of avoiding the burden, expense, and uncertainty of continuing litigation, and for the purpose of putting to rest the controversies engendered by the Litigation;

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NOW THEREFORE, intending to be legally bound and in consideration of the covenants and agreements set forth herein, the Class Representatives, the Class, and Clearview agree to the settlement of the Litigation, subject to Court approval and the provisions contained in this Agreement, and that the Litigation and the Settled Claims against the Released Persons are fully and finally compromised, settled, and released and that the Litigation shall be dismissed with prejudice, as follows:

I. DEFINITIONS

1.01. "Agreement" means this Class Action Settlement Agreement and Release.

1.02. "Cash Payment Eligible Class Members" means those Class Members whose Class Notice is not returned as Undeliverable within the meaning of Paragraph 4.02.

1.03. "Class Counsel" means Cary L. Flitter, Andrew M. Milz, and Jody T. Lopez-Jacobs and the law firm of Flitter Milz, P.C.; James Pietz and the law firm of Feinstein, Doyle, Payne and Kravec, LLC; and Carlo Sabatini of Sabatini Freeman, LLC.

1.04. "Classes" or the "Class" means collectively the "Repossession Notice Class" as defined in Section 1.18 and the "Deficiency Notice Class" as defined in Section 1.11.

1.05. "Class Members" means those persons who, along with the Class Representatives, comprise the "Repossession Notice Class" as defined in Section 1.18 and/or the "Deficiency Notice Class" as defined in Section 1.11, and who have not timely or properly excluded themselves from the Settlement.

1.06. "Class Notice" or "Notice" means the notice of proposed class action settlement substantially in the form attached hereto as Exhibit B, in the format as approved by the Court.

1.07. "Class Period" means the period from September 6, 2013 through September 6, 2019.

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1.08. "Clearview" means Clearview Federal Credit Union, and its owners, affiliates, subsidiaries, or parent companies and/or divisions, and all of its or their respective officers, directors, members, partners, employees, associates, trustees, agents, representatives, accountants, attorneys, predecessors, successors and assigns.

1.09. "Deficiency Balance" means the account balance allegedly remaining after the repossession and disposition of a Class Member's vehicle and the application of the proceeds of the sale to that person's account, plus the accrued interest and other charges, minus any payments made by a Class Member post-repossession (excluding Class Members who reinstated their account, recovered their repossessed vehicle, and did not experience a subsequent repossession of the vehicle). The aggregate deficiency balance for the Class (without interest accrued after the date of disposition of the vehicle) has been represented by Clearview to be $2,768,101.94 as of April 26, 2020.

1.10. "Deficiency Notice" means a notice informing a Class Member that a motor vehicle securing a retail installment sales contract, or motor vehicle or "automobile" loan, held by or assigned to Clearview and sold in an effort to reduce or satisfy the remaining indebtedness owed on the contract or loan that resulted in a recovery less than the amount of the remaining indebtedness in a template identical to or substantially similar to the notice sent to Plaintiff Cameron dated July 5, 2017 by Clearview.

1.11. "Deficiency Notice Class" means all persons:

(a) who financed a motor vehicle primarily for consumer use through Clearview or whose loan contract or retail installment sales contract was assigned to Clearview;

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(b) from whom Clearview, as secured party, repossessed the financed vehicle, or ordered it repossessed;

(c) who had a Pennsylvania address as reflected on the deficiency notice as of the date of repossession;

(d) whose vehicle was sold or auctioned by or at the direction of Clearview, resulting in a claimed deficiency balance; and

(1) were not sent an explanation of the alleged deficiency stating that future debts, credits, charges, including additional credit service charges or interest, rebates and expenses may affect the amount of the deficiency;

(2) or, were sent no Deficiency Notice at all;

(e) during the period from September 6, 2013 through September 6, 2019, and

(f) who did not file a bankruptcy petition under Chapter 7 of the United States Bankruptcy Code after the date of the sale of the vehicle.

1.12. "Distribution Date" means the date ten (10) days after the Effective Date.

1.13. "Effective Date" of this Agreement means the date after the entry by the Court of the Final Order Approving Class Action Settlement (the "Final Approval Order") and: (a) when the applicable period for the filing or noticing of an appeal of such Final Approval Order shall have expired without an appeal having been filed; or (b) if an appeal is taken, upon entry of an order affirming the Final Approval Order and when the applicable period for the filing or noticing of an appeal or petition for review of such affirmance of the Final Approval Order shall have expired without a further appeal or petition for review having been filed, or upon entry of any stipulation dismissing any such appeal with no right of further prosecution of the appeal; or (c) if

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an appeal is taken from or a petition for allowance of appeal is filed relating to any decision affirming the Final Approval Order, upon the entry of an order in such appeal finally affirming the Final Approval Order or dismissing such petition for review without right of further appeal or upon entry of any stipulation dismissing any such appeal with no right of further prosecution of the appeal.

1.14. "Parties" means the Plaintiffs and/or Class Representatives, the Class and Clearview.

1.15. "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.

1.16. "Released Persons" are defined to include Clearview (as defined in section 1.08 herein) and any persons or entities involved in the issuance of the Repossession Notice, the repossession and sale of repossessed motor vehicles, the conditions of reinstatement and/or redemption, the collection of deficiency balances claimed due, the reporting of deficiency balances to any credit reporting agencies, including without limitation any service provider, collection agency, servicer, assignee or holder, and each of their affiliated, subsidiary or parent companies and/or divisions, and all of their respective officers, directors, partners, insurers, employees, associates, trustees, agents, representatives, accountants, attorneys, predecessors, successors and assigns.

1.17. "Repossession Notice" means a notice sent to a Class Member indicating that a motor vehicle securing a retail installment sales contract, or motor vehicle or "automobile" loan, held by or assigned to Clearview has been repossessed due to the Class Member's failure to make payments on the loan as required and generated using a template identical to or substantially

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similar to the notices sent to Plaintiff Cameron dated May 5, 2017 and to Plaintiff Starr dated July 2, 2018 by Clearview.

1.18. "Repossession Notice Class" means all persons:

(a) who financed a motor vehicle primarily for consumer use through Clearview or whose loan contract or installment sales contract was assigned to Clearview;

(b) from whom Clearview, as secured party, repossessed the motor vehicle or ordered it repossessed;

(c) who had a Pennsylvania address as of the date of repossession as reflected on the Repossession Notice; and

(1) were not sent a Repossession Notice which stated that the consumer had a right to redeem the property at any time before Clearview sold the vehicle; or

(2) were sent a Repossession Notice which stated that "you will no longer have the right to redeem the collateral after the first attempted sale"; or

(3) were sent a Repossession Notice which stated that the charge for an accounting was more than $25; or

(4) were sent a Repossession Notice which stated the debtor "will or will not, as applicable" owe a deficiency;

(d) during the period from September 6, 2013 through September 6, 2019, and

(e) who did not file a bankruptcy petition under the Chapter 7 of the United States Bankruptcy Code after the date of the Notice of Repossession.

1.19. "Settled Claims" means and includes any and all claims, demands, actions, causes of action, rights, suits, damages, lawsuits for any relief whatsoever, including monetary, injunctive, or declaratory or equitable relief, rescission, general, special, and punitive damages, as well as any and all claims for treble damages, penalties, attorneys' fees, costs, or expenses, whether known or unknown, liquidated or non-liquidated, which the Class Representatives or any Class Member has had, now has, or will ever have pertaining to any Class Member's vehicle finance agreement with Clearview involved herein, the repossession of any Class Member's motor vehicle by Clearview during the Class Period, the collection of sums under said vehicle loans or finance agreements, the repossession and/or sale of any repossessed or surrendered motor vehicles involved herein, the legality, propriety or commercial reasonableness of any notice, repossession and/or sale of any repossessed or surrendered motor vehicles involved herein, collection efforts by Clearview or its agents regarding any balances or deficiency balances alleged to be due or owing following the sale of any repossessed or surrendered motor vehicles, the conditions of reinstatement and/or redemption, and the reporting before execution hereof of repossession deficiency balances to any credit reporting agencies, in connection with loans, finance agreements, and repossessions of the Class which are the subject of this Litigation.

This includes, but is not limited to, any alleged violations of any unfair or deceptive trade practice statute, or any other body of case or statutory law or regulation, whether federal, state or local, and specifically including, without limitation, the Pennsylvania Uniform Commercial Code, the Pennsylvania Motor Vehicle Sales Finance Act, 69 P.S. § 601 *et seq.*, the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Pa. Cons. Stat. Ann. § 201-1 or any implementing regulations, related to said repossession practices, repossession collection efforts, and any alleged damages or losses incurred in connection with the repossession or surrender of

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vehicles and/or the sale of any repossessed or surrendered vehicles that are the subject of the within Litigation. Notwithstanding the above, any Class Member who reinstated his/her covered motor vehicle or "automobile" loan with Clearview shall not be deemed to waive or reduce any claim associated with payments or the account balance, nor any claim arising after the class period, except as it pertains to the repossession, all repossession claims arising during the Class Period being released.

1.20. "Settlement Administrator" means American Legal Claims Service of Jacksonville, Florida, the independent class action settlement administration company retained by Class Counsel for purposes of administering the Settlement.

1.21. "Settlement Fund" or "QSF" means the amount of $1,250,000.00 (one million two hundred fifty thousand U.S. dollars), which Clearview will provide to the Settlement Administrator for the purposes of implementing this Settlement, and which will be used to provide monetary relief to Cash Payment Eligible Class Members, to pay Class Counsel attorneys' fees and expenses, to pay any class representative incentive awards and to pay the costs of the Class Notice and administration of the Settlement, all as approved by the Court. The Settlement Fund will be deposited into an account at PNC Bank, N.A. within fourteen (14) days after preliminary approval. The Settlement Fund may not be commingled with any other funds and may be held in cash, cash equivalents, certificates of deposit or instruments insured by an arm of or backed by the United States Government.

1.22. "Singular/Plural." 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.

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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 this action on a class-wide basis. The Agreement is intended by the Parties to fully, finally and forever resolve, discharge and settle the Settled Claims upon and subject to the terms and conditions set forth in this Agreement. Because this action was pleaded as a class action, this settlement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis that is subject to the final approval of the Court and to Clearview's right to void the Agreement under Paragraph 3.07 herein.

2.02. Effect of Disapproval. In the event that the Court does not grant final approval, or in the event that the Settlement does not become final for any reason, this Agreement shall be deemed null and void *ab initio,* it shall be of no force or effect whatsoever (except regarding the return of funds as indicated in this Agreement), it shall not be referred to or utilized to establish or oppose liability, damages, nor suitability for class certification; and any negotiations, terms and entry of the Settlement Agreement shall remain subject to the provisions of Pennsylvania Rule of Evidence 408. Notwithstanding the above, in the event this Agreement does not receive approval of the Court or otherwise become effective, and if the matter thereafter proceeds to contested class certification, Clearview shall not assert delay as a basis to oppose class certification.

2.03. Denial of Liability; No Admissions.

(a) Clearview denies all of the claims as to liability, damages, restitution and all other forms of relief including the individual and class action allegations asserted 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 admission or concession by Clearview of any legal violations, any legal requirement, or any failure to comply with any applicable law. Except as

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necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Clearview or any Released Persons or to establish any condition constituting a violation of or non-compliance with federal, state, local or other applicable law, or the propriety of class certification in any proceeding or action. The Parties expressly agree and represent that, in the event that 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 or any effort to seek approval of the Settlement to affect or prejudice any other Party's rights in any ensuing litigation, except to negate any claim of delay in prosecuting the matter as a class action.

(b) Clearview has agreed to resolve this Litigation through this Agreement, but to the extent this Agreement is deemed void or the Effective Date does not occur, the Parties do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Litigation upon all procedural and factual grounds, including, without limitation, the ability to challenge class action treatment on any grounds or assert any and all defenses or privileges. The Parties expressly reserve all rights and defenses as to any claims and do not waive any such rights or defenses in the event that the Agreement is not approved for any reason. The Class Representatives agree that Clearview and the Released Persons retain and reserve these rights.

(c) In the event that this Agreement shall terminate pursuant to its terms without final approval, this Litigation shall revert to its status as it existed prior to the date of the execution of the Agreement, and any monies paid or advanced by Clearview shall be returned to it within

fourteen (14) days except for any funds advanced to the Settlement Administrator for services actually rendered and expenses actually incurred under Paragraph 2.06 hereof.

2.04. Class Certification. Solely for the purposes of settlement and the proceedings contemplated herein, the Parties stipulate and agree that the "Repossession Notice Class" as defined in Section 1.18 and the "Deficiency Notice Class" as defined in Section 1.11 above shall be certified solely for purposes of settlement, that Pierre Cameron and Jason Starr shall be certified as Class Representatives and that Cary L. Flitter, Andrew M. Milz, and Jody T. Lopez-Jacobs and the firm of Flitter Milz, P.C., James Pietz and the firm of Feinstein, Doyle, Payne and Kravec, LLC, and Carlo Sabatini and the firm of Sabatini Freeman, LLC shall serve as Class Counsel.

2.05. Proposed Preliminary Approval Order. In connection with the application for Preliminary Approval of this Agreement, the Parties shall offer to the Court a proposed order in the form annexed hereto as Exhibit A, *inter alia*, granting Preliminary Approval to the settlement, and permitting notice to issue to Class Members.

2.06. Monetary Relief to Class Members. Within fourteen (14) days after preliminary approval, Clearview will deliver a check or transmit a wire in the amount of the Settlement Fund, pursuant to wiring instructions to be provided by Class Counsel, for deposit into PNC Bank, N.A., where the funds shall be held, *pendente lite.*

The Settlement Fund shall be used solely for purposes of implementing this Settlement, which will be used to provide monetary relief to Cash Payment Eligible Class Members, to pay Class Counsel fees and expenses, to pay any Class Representative Incentive awards, and to pay the costs of Class Notice and administration of the Settlement, all as approved by the Court. Under no circumstances (other than termination of this Agreement without final approval) shall any of the money in the Settlement Fund revert to or otherwise be returned to Clearview.

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On the Distribution Date:

(a) Clearview shall release any claim to the Deficiency Balances in accordance with Paragraph 5.02 below;

(b) Class Relief. Those Cash Payment Eligible Class Members shall be entitled to a *pro rata* share of the Settlement Fund after the deduction of the payment of approved attorneys' fees and other expenses and the costs relating to Class Notice and administration of the Settlement. If a Cash Payment Eligible Class Member falls within the Class as to more than one repossessed vehicle, he or she shall be entitled to a recovery per repossessed vehicle. Any individual who had the same vehicle repossessed more than once shall be entitled to one recovery per vehicle repossessed, not per repossession. In the event there are co-borrowers, each co-borrower is entitled to notice, but co-borrowers will share in a single recovery.

(c) Illustration. By way of illustration prepared by Class Counsel, if the Court awards the following amounts as requested: (i) Class Counsel attorneys' fees in the amount of $500,000; (ii) litigation costs of $15,000; (iii) Class Representative incentive awards totaling $30,000; and (iv) professional fees and expenses for settlement administration and class notice totaling $25,000; then the Distributable Balance will be approximately $680,000 available for Class Members. Class Counsel estimates the projected net cash payment for each of the 578 secured obligations will be approximately $1,175. For secured obligations where there are co-borrowers, the payment will be shared equally, *inter se.*

(d) The Settlement Administrator shall mail a check to each such Cash Payment Eligible Class Member at the updated address obtained pursuant to Paragraphs 3.02 or 4.02. However, if the last notice mailed by the Settlement Administrator pursuant to Paragraph 4.02 is returned as "undeliverable," then no check shall be mailed to such person. In the event there are

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co-obligors, the check shall be payable jointly, but upon request from one of two co-obligors, new checks may be issued, payable to each individually, for one-half of the sum otherwise due unless one of the obligors has opted out of the Settlement. In the event that one of the co-obligors opts out of the Settlement, then both of the co-obligors shall be deemed to have opted out of the Settlement, and neither of the co-obligors shall receive a payment or otherwise be bound by the terms of this Agreement.

2.07. Identification of Class Members. Clearview represents that to the best of its knowledge and based on a review of records of customer accounts, including electronic records, that there are approximately 578 secured obligations, 83 of which have co-borrowers, for an aggregate class size of 661. Class Counsel engaged in discovery and has taken confirmatory steps to be satisfied that the aforementioned representation of the Class size appears to be correct and accurate. 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 within the last three years. For persons included in the Class for whom there is no updated address contained in the NCOA database, the Settlement Administrator will update the last known address via a social security number (or equivalent personal identifier) search through the Accurint or other equivalent database.

2.08. Electronic List. No later than ten (10) calendar days after entry of the Preliminary Approval Order, Clearview will produce, subject to the terms of the Protective Order entered in this action, an electronic list for the Settlement Administrator and Class Counsel containing the names and last known addresses of Class Members (including co-obligors) as of the date of the entry of the Preliminary Approval Order. Additionally, upon request from the Settlement Administrator, Clearview will produce to the Settlement Administrator social security numbers as

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necessary to assist in the location of valid addresses as described in Paragraphs 3.02 and 4.02 below. Clearview will respond to reasonable written inquiries, if any, by Class Counsel concerning the procedures used in updating and maintaining the list of Class Members. The Administrator shall hold such social security numbers in confidence pursuant to the terms of the Protective Order. The Class List shall not be used by the Settlement Administrator or Class Counsel for any other purpose except the administration of this Settlement.

2.09. Credit Reporting and Collections. Not later than 30 days after the Distribution Date, Clearview will make a request to the Credit Reporting Agencies to delete (or cloak) from the credit files of all Class Members (except those who redeemed their vehicle and reinstated their account or those who timely submitted an Election Not to Accept Deficiency Balance Debt Forgiveness form), the tradeline for the motor vehicle financing account at issue, or, if the tradeline cannot be deleted, to report the account balances of Class Members as settled with a zero-balance owing. If Clearview is advised by the Class Member or Class Counsel that a tradeline has not been deleted after Clearview's first such request to the CRA(s), Clearview will make a second attempt to have the tradeline deleted. If Clearview is advised that the tradeline is still not deleted after this second attempt, Clearview will then make a request that the tradeline be marked as settled, paid in full, zero balance. After Clearview has made any of the requests to the Credit Reporting Agencies described above, if the tradeline remains and a Class Member disputes such Clearview tradeline with one or more credit bureaus, Clearview shall not respond to such credit bureau's request for verification. The Class Members acknowledge that the Credit Reporting Agencies are separate entities from Clearview, and that no cause of action can or will be stated, including any claim for breach of this Agreement against Clearview, in the event any Credit Reporting Agency fails to so amend the Class Members' credit history despite request from Clearview, so long as Clearview

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performs in accordance with this Agreement. The Plaintiffs, for themselves and the Class, acknowledge that any action, inaction, omission and/or error by any Credit Reporting Agency is not and shall not be attributable to Clearview and shall not constitute a breach of this Settlement Agreement. Clearview shall not be liable to any Class Member under the Fair Credit Reporting Act, 15 U.S.C. § 1681, or any similar state or federal law for any action taken pursuant to this paragraph.

2.10. Covenant Not to Collect. Effective with the Final Approval of this Settlement, and except as to any Class Member who timely submitted an Election Not to Accept Deficiency Balance Debt Forgiveness, Clearview will cease active collections from Class Members on account of covered obligations hereunder, and will not institute or continue to prosecute a lawsuit seeking a Deficiency Balance against any Class Member related to a vehicle loan or finance agreement subject to this Settlement Agreement. Clearview will not accept and/or if accepted, Clearview will return to the Class Member any payment towards a Deficiency Balance received after the Effective Date of this Settlement Agreement via credit to the Class Member's Clearview deposit account or by delivery of a check, as determined in Clearview's sole discretion. If any Deficiency Balance Claim, in judgment or otherwise, shall have been sold or assigned, Clearview shall advise the assignee of the terms of this Settlement and shall require the assignee to immediately cease collection. Clearview shall repurchase or otherwise satisfy the account such that any Deficiency Balance is timely satisfied and waived within 30 days of the Effective Date. This obligation shall end if this Agreement is terminated for any reason, without final approval, and shall end as to each Class Member who opts out of the Class per 4.01(f) and 4.03(a) herein. Nothing in this paragraph limits Clearview from filing a lawsuit related to claims, including claims

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for deficiency balances, arising from loans and agreements not subject to this Settlement Agreement.

2.11. Class Members' Option to Decline Forgiveness of Deficiency Claim.

(a) Each Class Member may affirmatively elect not to have any alleged Deficiency Balance forgiven or released by Clearview. Such election shall be made by timely executing and submitting the form entitled Election Not to Accept Deficiency Balance Debt Forgiveness ("Election Form") that is appended to this Agreement as Exhibit D.

(b) The Settlement Administrator shall include an Election Form with the Class Notice that is mailed to each Class Member.

(c) If a class member timely returns a completed Election Form, any Deficiency Balance shall not be deemed forgiven, the Credit Reporting provision of section 2.09 shall not apply to such class member, and Clearview shall not issue a 1099C form under section 6.05 to such class member as part of the implementation of this settlement. To be timely, an Election Form must be postmarked on or before the date specified in the Class Notice, which shall be forty-two (42) days from the initial mailing of the Class Notice.

2.12. Satisfaction of Monetary Judgments Against Class Members. Should Clearview or its assignee(s) have obtained money judgment(s) against Class Members which have not been satisfied as of the date of this Settlement, Clearview agrees to take timely and reasonable steps to identify all such Class Members to Class Counsel within thirty (30) days after Preliminary Approval, and Clearview shall mark such judgments (in any county or court recorded) as satisfied, or vacate such judgments within seventy-five (75) days after the Effective Date. Clearview shall provide a letter to Class Counsel confirming satisfactions or vacaturs have been filed within ninety (90) days of the Effective Date. If a class member questions whether the judgment against him has

been satisfied or vacated as provided for herein, Clearview or its counsel will, if requested, provide satisfactory evidence that the judgment has been satisfied or vacated as called for herein.

2.13. Attorneys' Fees. The Parties understand that Class Counsel intends to apply for an award of attorneys' fees and expenses from the Settlement Fund. All attorneys' fees and expenses shall be paid from the Settlement Fund on a common fund basis, and the amounts of such fees and expenses shall not increase in any way the payment to be made by Clearview under the terms of this Agreement. Clearview agrees to take no position and agrees it will not object to a request by Plaintiffs for fees to be awarded to Class Counsel in an amount not to exceed $500,000 plus litigation expenses not to exceed $15,000. The amount of Class Counsel fees and expenses shall be approved by the Court upon review of the Plaintiffs' application. The Class Counsel fees so awarded shall also serve as compensation to Class Counsel for addressing ongoing Class Member inquiries concerning their repossession, Deficiency Balance and credit reporting tradeline after final approval. If this settlement becomes final, then under no circumstances shall Clearview be required to pay additional amounts other than those set forth in Paragraph 2.06. The disapproval of any request for any attorneys' fees, administration costs or reimbursement of litigation expenses, whether by this Court or any appellate court, shall not invalidate or terminate this Agreement.

2.14. Individual Incentive Award. The Parties understand that the Class Representatives intend to apply for Class Representative incentive awards in the amount of $15,000 each. Any such award approved by the Court shall be paid from the Settlement Fund. These awards are in addition to Plaintiffs' entitlement to share in the Settlement Fund as Class Members. Clearview shall not respond to or object to the request for any incentive award. The Parties agree and stipulate that the Settlement is binding and effective regardless of whether the Court approves or disapproves any request for any incentive or service award. Any incentive or service award shall

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be determined solely in the Court's discretion based on Class Counsel's description of the activities and/or contributions of the respective Class Representatives. In addition, any such amounts shall be in addition to the individual settlement and general release agreement entered into by Plaintiff Cameron contemporaneously with this Settlement Agreement.

III. ADMINISTRATION OF THE SETTLEMENT

3.01. Costs of Administration. Costs of providing notice to the Class of the pendency and settlement of the Litigation, of administering this Agreement, and of sending checks to implement the cash payments and distributions required under this Agreement shall be paid directly to the Administrator out of the Settlement Fund upon preliminary approval and funding of this settlement. The Settlement Administrator shall promptly respond to all queries from Clearview's counsel and Class Counsel about account balances and status, the calculations, cash payments and distributions called for by this Agreement.

3.02. Treatment of Class Members Who Have Moved or Died. For those Class Members whose checks mailed pursuant to Paragraph 2.06 are returned by the U.S. Postal Service for lack of a current correct address, the Settlement Administrator shall seek an address correction via a social security number search through the Accurint database, or other equivalent database, and their checks will be re-sent to any subsequently obtained addresses. The Settlement Administrator may attempt to locate Class Members through other reasonable means, but the Settlement Administrator shall have no further obligation to locate Class Members except as set forth in this Agreement. If the Settlement Administrator receives notice that a Class Member is deceased, the Settlement Administrator will, upon receipt of proper notification and documentation within thirty (30) days of said notice, make any payment due to the Class Member's estate. "Proper notification and documentation" means, in the discretion of the administrator, a death certificate and/or a copy of the official filings appointing an executor, administrator or other personal representative of the

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estate and sufficient information as to the identity and address of the executor, administrator or personal representative to enable mailing of a check.

3.03. Uncashed/Unclaimed Checks. The checks sent in the initial mailing shall be valid for a period of one hundred twenty (120) days. Sixty (60) days after the Distribution Date, the Administrator shall mail a follow-up letter to those Class Members who have been sent – but have not negotiated – their settlement check. The follow-up letter may remind the Class Member that the class settlement check was previously mailed, has not been negotiated, and will expire if not deposited or cashed timely. Those Class Members who are not located or whose checks are not cleared within one hundred twenty (120) days after the check date shall be ineligible to share in the Settlement Fund, but shall otherwise be eligible for the non-cash benefits of this Settlement. Notwithstanding any Class Member's failure to deposit, cash or negotiate any settlement check, the Settlement shall remain binding and effective on the Plaintiffs and the Class Members.

3.03b. Second Distribution. If after the 120-day period to negotiate checks has passed, the balance remaining in the settlement fund is more than $50,000.00, then within twenty (20) days thereafter there shall be a second distribution to those class members who cashed the initial distribution check. Each class member entitled to a second distribution check shall receive an equal share of the remaining settlement fund. The administration costs of the second distribution shall be authorized without further court approval in an amount not to exceed $10,000.00 and shall be paid from the Settlement Fund then remaining. Checks in the second distribution shall be valid for a period of 60 days from mailing.

3.04. Notification to Class Counsel and Clearview Counsel. One hundred thirty (130) days after the Distribution Date (or two hundred ten (210) days if there is to be a second distribution), the Settlement Administrator shall notify Class Counsel and Clearview's counsel in

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writing of the number of Class Members, the number of Class Members who were sent checks, the number of Class Members who did not cash the checks, the total dollar amount of the checks distributed, the total dollar amount of uncashed checks, and the remaining balance of the Settlement Fund, accounting for interest (if any), bank fees and similar expenses of the administration.

3.05. *Cy Pres*. Within one hundred sixty (160) days after the Distribution Date (or two hundred thirty (230) days if there is to be a second distribution), the balance of the principal of any uncashed checks (or returned checks) distributed pursuant to the terms of this Agreement shall be disbursed as follows: (A) fifty percent (50%) shall be paid to the Pennsylvania Interest on Lawyers Trust Account ("IOLTA") pursuant to Pa. R. Civ. P. 1716 to support activities and programs which promote the delivery of civil legal assistance to the indigent in Pennsylvania by non-profit corporations described in Sec. 501(c)(3) of the Internal Revenue Code of 1986, as amended; (B) the remaining fifty percent (50%) as *cy pres* to Neighborhood Legal Services Association of Pittsburgh for purposes including consumer credit education, counseling, or the representation or assistance of low income Pennsylvania consumers in consumer credit, bankruptcy, foreclosure and similar matters. The Settlement Administrator shall deliver the check or checks payable to the *cy pres* recipient(s) to Class Counsel for distribution to the recipient organizations. The delivery of the *cy pres* checks to the recipients shall be "copied" to Counsel for Clearview. Promptly after the *cy pres* checks have cleared, the Settlement Administrator shall close the account(s) at PNC Bank, N.A.

3.06. Certification of Distribution. Within twenty (20) days after the final distribution of all portions of the Settlement Fund, the Settlement Administrator shall provide to Class Counsel an affidavit attesting to the Court that the distributions provided for by this Agreement have all

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been timely made, and shall serve a copy thereof on Clearview's counsel. Class counsel shall file on the docket such affidavit of the Settlement Administrator.

3.07. Blow-Up Provision. Clearview has the right to void the Settlement and this Agreement, in its sole discretion, if more than forty (40) Class Members to whom Notice is mailed opt out of the Settlement. Clearview must so notify Class Counsel within fourteen (14) days after the end of the opt-out period.

3.08. Clearview's Non-liability for Distribution. Clearview and Clearview's counsel shall have no responsibility to the Settlement Fund, the Class Members, the Class Representatives, or any other person, with respect to the activities or responsibilities of the Settlement Administrator, the investment, allocation or distribution of the Settlement Fund, the administration, calculation or payment of claims, the payment or withholding of any taxes, penalties, interest or any other charges related to taxes, including tax implications relating to the waiver of any Deficiency Balance, or the distributions, transfers, or payments by the Settlement Fund to the Class Members or any other person, or any losses incurred in connection therewith.

IV. CLASS SETTLEMENT PROCEDURES

4.01. Motion for Preliminary Approval. Class Counsel shall file a motion for preliminary approval of the proposed settlement within ten (10) days of execution hereof by all Parties. Clearview agrees not to oppose, except as allowed herein, the entry of an order of Preliminary Approval in the form annexed hereto as Exhibit A, providing, 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 requirements for certification of a Class for settlement purposes have been satisfied, and this action shall be maintained and proceed as a class action for settlement purposes pursuant to Pa. R. Civ. P. 1701, et seq.;

(c) That the notice of proposed class action settlement substantially in the form attached as Exhibit B, is approved by the Court; and that the mailing of the Notice

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in the manner and form set forth in the Order meets all the requirements of Pa. R. Civ. P. 1712 and 1714 and any other applicable law, constitutes the best notice practicable under the particular circumstances of this case, and shall constitute valid, due and sufficient notice to all persons entitled thereto;

(d) That deadlines shall be established consistent with this Settlement for

(1) mailing of the Notices,

(2) the filing of any objections, requests to opt-out, or any motions to intervene no later than forty-two (42) days after the initial mailing of the Notice,

(3) the filing of any papers in connection with the final approval hearing, and

(4) for the consideration of the approval or disapproval of the Settlement;

(e) That any objections by the Class to: (i) the proposed Settlement contained in the Agreement and described in the Notice, and/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) to be specified in the Notice and Preliminary Approval order, such objector files with the Court a notice of his or her intention to appear, submits documentary proof that he or she is included in the Class, and states the basis for such objections. Any objection shall be postmarked or electronically filed with the Department of Court Records on or before the date specified in the Notice, which shall be forty-two (42) days after the initial mailing of the Notice;

(f) 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 Notice and Preliminary Approval order. 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 obligated on the motor vehicle installment sale agreement; and (iii) state an intent of all signatories not to participate in the Settlement. The notice of intention to opt out shall be postmarked and mailed to the Settlement Administrator on or before the date specified in the Notice, which shall be forty-two (42) days after the initial mailing of the Notice;

(g) That Plaintiffs' motion for final approval, for approval of Class Representative incentive award, and for an award of Class Counsel fees and expenses, with supporting affidavits and exhibits, shall be filed at least 14 days prior to the final approval hearing;

(h) That the Preliminary Approval order substantially in the form of Exhibit A to the Settlement Agreement is approved;

(i) That a hearing or hearings shall be held before the Court, at the respective time and date to be set by the Court, to consider and determine whether the proposed Settlement of the Litigation on the terms and conditions set forth in the Agreement,

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including as part of the Settlement, the payment of Class Counsel's attorneys' fees and reimbursement of expenses, 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;

(j) That the final approval hearing may, from time to time and without further notice to the Class (except those who filed timely and valid objections), be continued or adjourned by order of the Court; notice of any continued date will be posted to the website www.ClearviewRepoSettlement.com;

(k) That all Class Members (except those who timely opted out) will be bound by the final approval order.

4.02. Notice. Subject to the Court's approval, the Parties agree that Notice to the Class Members shall be given by the Settlement Administrator in the form attached hereto as Exhibit B, within twenty (20) days after Preliminary Approval in the following manner: (a) Clearview shall supply an address list of the Class Members, (b) the Settlement Administrator shall update the address list as set forth in Paragraphs 2.07 and 2.08; (c) the Settlement Administrator shall mail the Notice as approved by the Court, by first class United States mail to the updated addresses for the Class Members; (d) if a mailed Notice is returned with a forwarding address provided by the Postal Service, the Settlement Administrator will re-mail it to the address or addresses provided; and (e) if a mailed Notice is returned without a forwarding address provided by the Postal Service, or is otherwise designated by the Postal Service as bearing an invalid address, the Settlement Administrator shall use the Accurint database, or other equivalent database, to attempt to locate an updated address for the particular Class Member, and shall re-mail the Notice to the Class Member at the most recent, updated address located. If such re-mailed notice is returned, the mailing shall be considered "Undeliverable." The Settlement Administrator shall also establish a website, www.ClearviewRepoSettlement.com,which shall make available the relevant pleadings, Class Notice, pertinent court orders, and a timeline for the administration of the matter.

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4.03. Exclusions/Opt-Outs.

(a) The Notice described in Paragraph 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, within such time as is ordered by the Court and contained in the notice, the affected person mails an appropriate opt-out notice to the Settlement Administrator, at the address contained in the notice. 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 obligated on the motor vehicle installment sale agreement or automobile loan; 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 Notice, which shall be no later than forty-two (42) days after the initial mailing of the Notice. In the event that one co-obligor opts out or excludes himself or herself from the Settlement, then both co-obligors shall be deemed to have opted out of the Settlement and they shall be collectively and jointly excluded from the Settlement. At least twenty (20) days prior to the final approval hearing, the Settlement Administrator shall prepare a list of the persons who have complied with the requirements for exclusion from the Class and shall serve such list upon Class Counsel and Clearview's counsel, and Class Counsel shall file such document as an attachment to 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 Agreement.

(b) The Notice shall also explain in plain language that forgiveness of any Deficiency Balance claimed due in an amount over $600.00 may result in the issuance of an IRS form 1099C. This agreement does not determine whether the issuance of any form 1099C is required or warranted, or whether or not any "identifiable event" has occurred under IRS regulation

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1.6050P-1. In the event a 1099C is issued, it will be only in the amount of the principal sum of the debt alleged due and shall not include interest, fees, repossession expenses or other non-principal amounts.

4.04. Order and Final Judgment. After proper notice, the Plaintiffs shall request that the Court grant final approval to the settlement and enter final judgment in accordance with this Agreement, substantially in the form attached as Exhibit C, and including any modifications by the Court, approving this Agreement as final, fair, reasonable, adequate, and binding on all Class Members, ordering that the cash payments be made to the Cash Payment Eligible Class Members, ordering that the individual settlement award to the Class Representative be paid, ordering an award of attorneys' fees, costs and expenses be paid to Class Counsel in accordance with this Agreement, and ordering dismissal of the Litigation with prejudice following the making of all such payments.

4.05. Settlement Administrator. The Settlement Administrator, American Legal Claims Service of Jacksonville, Florida, shall, by virtue of its acceptance of the appointment, be subject to the jurisdiction of the Court for purposes of this administration and this case.

V. RELEASES

5.01. Plaintiffs' Release of Claims. On the Effective Date, the Class Representatives, by operation of this Release and the final judgment, on behalf of themselves and the Class Members, hereby do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all of the Released Persons of and from any and all Settled Claims and, without further action by any person, shall be deemed (a) to have consented to the dismissal with prejudice of any and all Settled Claims; (b) to have released and forever discharged any and all Settled Claims; and (c) to be forever barred and enjoined from instituting or further

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prosecuting, in any forum whatsoever, including but not limited to any state, federal or foreign court or regulatory agency, any Settled Claim.

5.02. Clearview's Release of Claims. On the Effective Date, Clearview hereby releases, settles, compromises, relinquishes and discharges all claims, liens, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever, known or unknown, arising from or related to the motor vehicle retail installment sales contracts or automobile loans associated with the repossessions addressed by this Litigation, that they have had in the past, or now have, against the Class Representatives and each of the Class Members, including their agents, attorneys, heirs and assigns. All such claims are disputed and are released pursuant to accord and satisfaction. This release does not apply to any transaction, account, loan or retail installment sales contract not at issue in this Litigation. Clearview represents that, to the best of its knowledge after reasonable investigation, it presently owns, and has not assigned or sold, all Class Members' accounts. If any account has been assigned or sold, then in accordance with Paragraph 2.10 above, Clearview will repurchase the account so that it may be satisfied. Clearview agrees to cease active collections of deficiency balances from class members upon execution of this agreement, and the final approval order shall provide that Clearview shall be enjoined from any further attempts to collect these monies from Class Members. This release shall not apply to any Class Member who reinstated his or her contract or reclaimed and/or obtained the return of their vehicle following repossession and continues to make payments pursuant to the contract or has completed all payments on the contract, or any person(s) who timely and properly excluded himself, herself or themselves from the Class. Clearview's claim for the debt allegedly owed by Cameron in connection with his signature loan, which is the subject of one of Clearview's counterclaims, is being separately

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resolved and released pursuant to an individual settlement agreement and general release entered into by Clearview and Cameron.

5.03. Unknown Risks. The Class Representatives and Clearview 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 Clearview explicitly took that possibility into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between the Class Representatives and Clearview with the knowledge of the possibility of such losses or claims, was given in exchange for a full accord, satisfaction, and discharge of all such losses or claims.

VI. QUALIFIED SETTLEMENT FUND

6.01. QSF. The Settlement Fund shall constitute a "qualified settlement fund" ("QSF") within the meaning of Treasury Regulation Section 1.468B-1 promulgated under Section 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)(3).

6.02. EIN 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. Cooperation. If requested by either Clearview or the Settlement Administrator, the Settlement Administrator and Clearview 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. Obligations of Clearview. Following its deposit(s) as described in Paragraph 2.06 of this Agreement, Clearview shall have no responsibility, financial obligation or liability whatsoever with respect to the notifications to the Class required hereunder, the processing of

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claims and opt out letters, the allowance or disallowance of claims by Class Members, payments to Class Counsel, investment of QSF funds, 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, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the QSF, since it is agreed that such deposits shall fully discharge Clearview's obligation to Plaintiffs, Class Members, Class Counsel and expenses of administration with respect to the disposition of the Settlement Amount.

6.05. Tax Filings.

(a) 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, but not limited to, any Form 1099 Miscellaneous for covered cash payments to Class Members, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation §1.468B-2(1)(2)(ii). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder. The reasonable cost for such certified public accountant shall be allowed from the Settlement Fund.

(b) The Settlement Administrator shall cause any proper Form 1099 or comparable tax document to issue, if and as required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, for the cash distribution(s) to the Class Members over $600. To the extent not already done, and as reasonably requested by the Administrator, Clearview shall provide social security numbers of each Class Member to the Administrator to facilitate the procurement of location information, and the issuance of 1099 Forms required under this Section, if any. Clearview shall determine, consistent with IRS

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Regulation 1.6050P, whether IRS Form 1099C or a similar form is necessary in connection with the waiver of any Deficiency Balance. However, in no event shall Clearview report on any form to the IRS the waiver of any amount for interest, expenses of repossession, fees or other non-principal amounts.

VII. MISCELLANEOUS PROVISIONS

7.01. Parties to Use Best Efforts to Effectuate Settlement. The Parties' counsel 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. Governing law. This Agreement is intended to and shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws rules. This Agreement shall be enforced in the Court of Common Pleas of Allegheny County, Pennsylvania. Clearview and Class Members waive any objection that any such party may have or hereafter may have to the venue of such suit, action, or proceeding.

7.03. Entire Agreement. The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties hereto relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of these terms as between the Parties hereto and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding, if any, involving this Agreement.

7.04. Modification Only in Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by the Parties or counsel for both Parties. This Agreement may not be orally amended, altered, modified or waived, in whole or in part.

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7.05. No Ambiguity To Be Construed In Favor of Either Party. The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after negotiation, with consideration by, and participation of, all Parties hereto. Accordingly, this Agreement shall be considered neutral and no ambiguity shall be construed in favor of, or against, any Party.

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

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, and execution of Counterparts shall have the same force and effect as if all Parties had signed the same instrument. An electronic signature shall be considered an original.

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 therewith, and the Parties and their attorneys submit to the jurisdiction of the Court. In any action or proceeding to enforce the terms of this Agreement or the final approval order and final judgment, the prevailing party shall be entitled to an award of reasonable attorneys' fees, costs and expenses.

7.10. Taxes. The deficiency balance claims are disputed by the Class Representatives and by the Class. The Parties and their Counsel have provided no tax advice with respect to the terms of this Settlement. In all events Clearview shall have no liability or responsibility for any taxes, penalties, interest or any other charges related to taxes.

7.11. No Opt Out Solicitation or Inducement. Plaintiffs, Class Counsel and Clearview and its counsel agree that they shall take no action which would or might have the effect of

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inducing or encouraging any person included in the Class to seek exclusion from the Class, provided that this provision shall not restrict Class Counsel from providing appropriate legal advice in response to inquiries from the Class.

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

AGREED TO AND ACCEPTED:

Dated: 7/14/22

Pierre Cameron

Pierre Cameron

Dated: _____

_____

Jason Starr

CLEARVIEW FEDERAL CREDIT UNION

Dated: _____

By: _____

Printed: _____

Title: _____

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

AGREED TO AND ACCEPTED:

Dated: _____

_____
Pierre Cameron

Dated: 2022-06-27

_____
Jason Starr

CLEARVIEW FEDERAL CREDIT UNION

Dated: _____

By: _____

Printed: _____

Title: _____

Document Ref: Y92HM-P4AKN-W3HWW-QALQ3

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

AGREED TO AND ACCEPTED:

Dated: _____

_____
Pierre Cameron

Dated: _____

_____
Jason Starr

CLEARVIEW FEDERAL CREDIT UNION

Dated: June 28, 2022

By: Ronald A. Gottschack

Printed: Ronald A. Gottschack

Title: AVP- Asset Protection + Compliance

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EXHIBIT "A"

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

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

Plaintiffs,

v.

CLEARVIEW FEDERAL CREDIT UNION,

Defendant.

CLASS ACTION

Case No. GD-19-012804

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

AND NOW, this day of , 2022, the Court finds and Orders:

This Court has before it a proposed class action settlement. Having reviewed the Class Action Settlement Agreement and Release, which was filed of record as an exhibit to the Motion for Preliminary Approval (docketed _____ and incorporated herein by reference) (the "Settlement Agreement"), having read the Plaintiffs' Motion for Preliminary Approval, having been advised that Defendant joins 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]

1. Summary of Claims and Defenses:

The lawsuit claims that Clearview Federal Credit Union ("Clearview" or "Defendant") violated Pennsylvania's Uniform Commercial Code ("UCC") by failing to send borrowers in Pennsylvania (a) proper notices of disposition of collateral ("Repossession Notices") after

[1] Capitalized terms not defined herein shall have the meaning set forth in the Class Action Settlement Agreement and Release.

repossession of their vehicles, and (b) proper explanations of calculation of deficiency ("Deficiency Notices") after the sale of the vehicles. Plaintiffs assert on behalf of themselves and a class of borrowers ("Repossession Notice Class") that the Repossession Notices sent by Clearview violate the UCC by (i) omitting a statement that the consumer had a right to redeem the vehicle at any time prior to the sale of the vehicle; (ii) stating that "you will no longer have the right to redeem the collateral after the first attempted sale"; (iii) stating that the amount charged for an accounting was more than $25; or (iv) stating that the consumer/debtor "will or will not, as applicable" owe a deficiency. *See* 13 Pa. C.S. §§ 9611, 9614; 13 Pa.C.S. § 9210(f). Plaintiffs also assert on behalf of themselves and a class of borrowers ("Deficiency Notice Class") that the Deficiency Notices fail to provide the statutorily mandated explanation of how Clearview calculated a deficiency. 13 Pa. C.S. § 9616.

Clearview disputes and denies Plaintiffs' legal entitlement to any relief under the UCC and maintains that its Repossession Notices and Deficiency Notices are legally compliant. Clearview further asserts defenses to the Amended Complaint and maintains that Plaintiffs' claims would not meet the requirements for class certification if the issues were fully litigated. Clearview does not oppose Plaintiffs' Motion for Preliminary Approval of Settlement and does not oppose class certification for purposes of settlement.

2. Class Findings for Settlement Purposes.

(a) The numerosity requirement of Pa. R. Civ. P. 1702(1) is satisfied because the Classes consist of approximately 578 Pennsylvania accounts. Thus, the Classes are so numerous that joinder would be impracticable.

(b) The commonality requirement of Pa. R. Civ. P. 1702(2) is satisfied because members of the Classes share one or more common factual or legal issues, *i.e.*:

(i) Whether Plaintiffs and the Classes obtained motor vehicle financing through Clearview and pledged the vehicle as collateral;

(ii) Whether Clearview repossessed the financed vehicle or ordered it repossessed;

(iii) Whether Clearview sent the notices of disposition of collateral required under the UCC after repossessing the vehicle;

(iv) Whether Clearview sent the notice of disposition of collateral in the form and manner required under the UCC and Pennsylvania law after repossessing the vehicle;

(v) Whether Clearview sent an explanation of surplus or deficiency in the form and manner required by the UCC; and

(vi) The statutory damages available for any alleged violations of the UCC.

(c) The typicality requirement of Pa. R. Civ. P. 1702(3) is satisfied because Defendant sent template Repossession Notices and Deficiency Notices to Plaintiffs and other members of the Classes. Plaintiffs assert that the Repossession Notices and Deficiency Notices utilized by Defendant fail to comply with law. These are the same claims that all other members of the Classes allegedly possess.

(d) The adequacy requirement of Pa. R. Civ. P. 1702(4) is satisfied in that (i) the interests of the Representative Plaintiffs and the nature of their claims are consistent with those of all members of the Classes, (ii) there appear to be no conflicts between or among the Representative Plaintiffs and the Class Members,

and (iii) Plaintiffs and the Class Members are represented by qualified, experienced counsel who often have been certified as Class Counsel in similar matters.

(e) The requirements of Pa. R. Civ. P. 1702(5) and 1708 are met, in that a Class Action for settlement purposes provides a fair and efficient method for the resolution of the controversy.

(f) Common issues of law and fact alleged by Plaintiffs predominate over any potential individualized issues, including the alleged common issue of whether template notices sent by Defendant post-repossession comply with the provisions of one Pennsylvania statute's requirement of "commercially reasonable" notice of disposition or of deficiency. Pa. R. Civ. P. 1708(a)(1).

(g) In making these preliminary findings, the Court has also given consideration to, among other factors: (i) the interests of Class Members in individually controlling the prosecution of separate actions for modest sums; (ii) the extent and nature of any litigation concerning these claims already commenced (none has been identified); (iii) the desirability of concentrating the litigation of the claims in this forum; and (iv) the impracticability or inefficiency of prosecuting or defending separate actions. Pa. R. Civ. P. 1708(a)–(c).

(h) Because this action is being settled rather than litigated, the Court need not consider manageability issues that might be presented by the trial of a class action involving the issues in this case.

3. The Class, Class Representative, and Class Counsel.

(a) **The Repossession Notice Class is defined as All Persons:**

(i) who financed a motor vehicle primarily for consumer use through Clearview or whose loan contract or retail installment sales contract was assigned to Clearview;

(ii) from whom Clearview, as secured party, repossessed the vehicle or ordered it repossessed;

(iii) who had a Pennsylvania address as of the date of repossession as reflected on the Repossession Notice; and

(A) were not sent a Repossession Notice which stated that the borrower had a right to redeem the property any time before Clearview sold the vehicle; or

(B) were sent a Repossession Notice which stated that "you will no longer have the right to redeem the collateral" after the first attempted sale; or

(C) were sent a Repossession Notice which stated that the charge for an accounting was more than $25; or

(D) were sent a Repossession Notice which stated the debtor "will or will not, as applicable" still owe a deficiency;

(iv) during the period commencing September 6, 2013 through September 6, 2019, inclusive, and

(v) who did not thereafter file a bankruptcy petition under Chapter 7 of the United States Bankruptcy Code;

(b) **The Deficiency Notice Class is defined as all persons:**

(i) who financed a motor vehicle primarily for consumer use through Clearview or whose loan contract or retail installment sales contract was assigned to Clearview;

(ii) from whom Clearview, as secured party, repossessed the financed vehicle, or ordered it repossessed;

(iii) who had a Pennsylvania address as reflected on the deficiency notice as of the date of repossession;

(iv) whose vehicle was sold or auctioned by or at the direction of Clearview, resulting in a claimed deficiency balance; and

(A) were not sent an explanation of the alleged deficiency stating that future debts, credits, charges, including additional credit service charges or interest, rebates and expenses may affect the amount of the deficiency;

(B) or, were sent no Deficiency Notice at all;

(v) during the period commencing September 6, 2013 through the date of September 6, 2019, inclusive; and

(vi) who did not thereafter file a bankruptcy petition under Chapter 7 of the United States Bankruptcy Code.

(c) Pierre Cameron and Jason Starr are appointed as representatives of the Class ("Representative Plaintiffs").

(d) Cary L. Flitter, Andrew M. Milz, and Jody T. Lopez-Jacobs and the law firm Flitter Milz, P.C.; James Pietz and the law firm Feinstein, Doyle, Payne & Kravec, LLC, and Carlo Sabatini and the law firm Sabatini Freeman, LLC, are appointed as Class Counsel.

4. Findings Regarding Proposed Settlement. The Court finds that the proposed Settlement:

(a) resulted from extensive arm's length negotiations and was concluded after over two-and-a-half years of litigation;

(b) involves direct and substantial cash payments to Class Members, forgiveness of substantial deficiency balances allegedly owed by Class Members to Clearview, cessation of collections, as well as credit reporting and other relief;

(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; and

(d) as agreed upon by the parties, except for Class Members who have properly submitted an Election Not to Accept Deficiency Balance Debt Forgiveness, Clearview's extinguishment of the disputed Deficiency Balances as part of this Settlement constitutes a bona fide accord and satisfaction.

5. Final Approval Hearing. A hearing (the "Final Approval Hearing") will be held on _____, 2022, at _____, M. in Courtroom 820, City-County Building, 414 Grant Street, Pittsburgh, PA 15219 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 Plaintiffs' application for an award of attorneys' fees and expenses to Class Counsel, and for an individual service award, should be approved.

6. Final Hearing Rescheduling. In the event that the Final Hearing cannot be held at the date, time or place stated above in Paragraph 5 because of unforeseen events such an increase in COVID-19 cases in Allegheny County, then the Settlement website will be updated to identify the location, time and manner of the Final Hearing. The Court thus may elect to hold the Final Hearing virtually via a computer link using a Zoom or Microsoft Teams platform. In this event, the Settlement website shall be updated to explain to Class Member how they can attend the Final Hearing using a Zoom or Microsoft Teams link.

7. Pre-Hearing Notices to Class Members. Subject to the terms of the Settlement Agreement, an independent, third-party class action administrator, American Legal Claims Service of Jacksonville, Florida (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.

8. Notice by Mail. The Settlement Administrator shall send a mailing 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 sees fit, pursuant to the terms of the Settlement Agreement. The mailing shall be sent by first-class mail, postage prepaid, and shall consist of the Class Notice (with proper dates filled in) substantially in the form filed with this Court as Exhibit B to the Settlement Agreement, and the Election Form filed with this Court as Exhibit D to the Settlement Agreement. Clearview shall furnish its final class list, including names and addresses of co-borrowers, to the Administrator within ten (10) days hereof; the Administrator shall cause the mailing to be sent within 20 days hereof.

9. Proof of Mailing. At least twenty-four (24) days prior to the Final Approval Hearing, the Settlement Administrator shall submit to Class Counsel an affidavit of mailing of the Class Notice and the Election Form, identifying any Class Members who have objected to or requested exclusion from the Settlement Agreement. Class Counsel shall file the affidavit along with Plaintiffs' motion for final approval.

10. 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 Notice and other case records, including the pleadings and the Settlement Agreement, will be made available to the Class via a website created for this case, www.ClearviewRepoSettlement.com.

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 the timeframe to act of forty-two (42) days are reasonable, that they constitute due, adequate, and sufficient notice to all persons entitled to be provided with notice, and meet the requirements of Pennsylvania Rule of Civil Procedure 1714, the United States Constitution (including the Due Process Clause) and any other applicable law.

11. 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 a date forty-two (42) days after the date the Notice is mailed by the Administrator. 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.

12. 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 Representative Plaintiffs or Class Counsel, the award of attorneys' fees and expenses, and/or the individual service award to the Representative Plaintiffs. 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 or file a pleading saying that he or she objects to the settlement in *Pierre Cameron and Jason Starr, individually and on behalf of all others similarly situated v. Clearview Federal Credit Union*, Case No. GD-19-012804, and if possible, file the objection with the Department of Court Records, electronically or in person. 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 should be filed with the Department of Court Records, Civil/Family Division, City-County Building, 414 Grant Street, Pittsburgh, PA 15219, with copies mailed to Class Counsel and Defense Counsel below, filed no later than forty-two (42) days from the date of the mailing of the Notice.

Settlement Administrator	**Class Counsel**	**Defense Counsel**
Cameron v. Clearview Class Settlement [Class admin address]	Cary L. Flitter, Esq. FLITTER MILZ, P.C. 450 N. Narberth Avenue Suite 101 Narberth, PA 19072	Roy Arnold, Esq. BLANK ROME LLP 501 Grant Street Suite 850 Pittsburgh, PA 15219

(b) **Other Objections.** Any Class Member who does not timely file with the Court and 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, absent extraordinary circumstances beyond the control of the objecting party.

(c) **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 Civil Division Office and deliver a copy of that notice to Defendant's counsel and to Class Counsel, at the addresses set forth in paragraph 11(a) of this Order. Such attorney must send the notice of appearance to Defendant's counsel and Class Counsel contemporaneously with submission to the Court.

(d) **Appearance at Final Approval Hearing.** Any Class Member who files and serves a timely, written objection pursuant to the terms of paragraph 11 of this Order and complies with the requirements of this paragraph may also appear and be heard at the Final Approval Hearing either in person or through counsel retained at the Class Member's expense. Class Members or their attorneys intending to appear and be heard at the Final Approval Hearing must deliver to the Court, the Settlement Administrator, Defendant's counsel and Class Counsel, at the addresses specified in paragraph 11(a) of this Order, a notice of intention to appear, setting forth the case number, the name, address, and telephone number of the Class Member, the name of the Class Member's attorney (if applicable), and any documents the objector may use at the hearing. Notices of intention to appear must be postmarked no later than forty-two (42) days from

the date of the mailing of the Notice. Any Class Member who does not timely file and serve a notice of intention to appear pursuant to the terms of this paragraph shall not be permitted to appear and be heard at the Final Approval Hearing, absent extraordinary circumstances.

13. 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.

14. 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 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.

15. 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 to any Class Member, or their counsel, who has filed an objection, and any such continuance shall be posted on the Settlement website.

BY THE COURT:

Phillip A. Ignelzi, Judge

EXHIBIT "B"

PIERRE CAMERON and JASON STARR, individually and on behalf of all others similarly situated, Plaintiffs vs. CLEARVIEW FEDERAL CREDIT UNION, Defendant.	COURT OF COMMON PLEAS ALLEGHENY COUNTY CIVIL DIVISION Case No. GD-19-012804 CLASS ACTION

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

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

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

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

Your Legal Rights and Options in this Settlement:

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

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

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

TAXATION

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

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why did I get this notice package?

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

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

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

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

2. What is this lawsuit about?

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

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

3. Why is this a class action?

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

4. Why is there a settlement?

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

WHO IS IN THE SETTLEMENT

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

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

The Repossession Notice Class includes Pennsylvanians whose vehicles were repossessed by Clearview, and who were not sent a Repossession Notice which stated that the consumer had a right to redeem the property at any time before Clearview sold the vehicle; or who were sent a Repossession Notice which stated that "you will no longer have the right to redeem the collateral after the first attempted sale"; or who were sent a Repossession Notice which stated that the charge for an accounting was more than $25; or who were sent a Repossession Notice which stated the debtor "will or will not, as applicable" owe a deficiency, during the period commencing September 6, 2013 through September 6, 2019.

The Deficiency Notice Class are Class Members whose vehicles were repossessed by Clearview and then sold, leaving a deficiency balance claimed due, and who were not sent an explanation of the alleged deficiency stating that future debts, credits, charges, including additional credit service charges or interest, rebates and expenses may affect the amount of the deficiency; or who were not sent a Deficiency Notice at all, during the period commencing September 6, 2013 through the date of September 6, 2019.

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

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide for me?

- Cash Component:
    - Clearview has agreed to create a Settlement Fund of $1,250,000.00. Approved administrative costs, Class Counsel fees and expenses, and a service award for the

Class Representative will be paid from that fund. The Net Fund that remains will be distributed to the members of the Classes.

- If the Court approves the Settlement as requested, all class members will be entitled to payment totaling approximately $1,175 unless there were multiple borrowers in which case you will share this amount equally with the co-borrower.

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

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

TAX IMPLICATIONS

7. Tax Implications

This settlement has potential tax implications for you. If you accept the Deficiency Balance forgiveness, the Credit Union is likely to send an IRS Form 1099C to the IRS and to you in the amount of your vehicle loan debt forgiveness if the amount exceeds $600. This amount may be treated by the IRS as income, and could result in your having to declare income in that amount on your next tax return and pay tax on all or some of that amount! You should consult your tax advisor. IRS publication 4681 discusses this and is available on the settlement website **Error! Hyperlink reference not valid.** via the internet by searching "IRS Form 4681."

HOW YOU GET THE BENEFITS OF THE SETTLEMENT

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

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

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

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

Cameron v. Clearview Federal Credit Union
c/o Settlement Administrator
[Admin's address]

If you have already been sued and there is a legal judgment against you relating to your Deficiency Balance, Clearview will inform the Court that you have resolved the issue and satisfy the judgment. If you do not know if you have any Deficiency Balance, you can call the Settlement Administrator at 1-833-215-9289 or Class Counsel at 1-888-668-1225 to inquire or to find out the amount of any Deficiency Balance claimed due.

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

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

In the event that the Final Hearing cannot be held at the date, time or place stated above because of unforeseen events such an increase in COVID-19 cases in Allegheny County, then the Settlement website will be updated to identify the location, time and manner of the Final Hearing. The Court may elect to hold the Final Hearing virtually via a computer link using a Zoom or Microsoft Teams platform. In this event, the Settlement website shall be updated to explain how you can attend the Final Hearing using a Zoom or Microsoft Teams link on your computer. Please check the Settlement website at www.ClearviewRepoSettlement.com to confirm the time, place and manner of the Final Hearing

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

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment or other benefits from this settlement but you want to keep the right to sue or continue to sue Clearview on your own about any of the subjects or issues set forth in the

paragraph above, then you must take steps to get out. This is called excluding yourself – sometimes referred to as "opting out" of the Class.

12. How do I get out of the settlement?

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

Settlement Administrator
Cameron v. Clearview
Class Settlement
[Class admin address]

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

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

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

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

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

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

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

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

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

As part of the class settlement, Plaintiffs will ask the court to approve $15,000 service awards to each Plaintiff for their time and effort in bringing this case. Plaintiffs will ask the Court to approve

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

OBJECTING TO THE SETTLEMENT

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

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

If you are a Class Member, you can object to the settlement if you don't like any part of it. You should state why you object and why you think the Court should not approve the settlement. The Court will consider your views. To object, you must file an objection, or send a letter saying that you object to the settlement in *Pierre Cameron and Jason Starr, individually and on behalf of all others similarly situated v. Clearview Federal Credit Union*, Case No. GD-19-012804. Please be sure to include your name, address, email address (if available), telephone number, your signature, and the reasons you object to the settlement. Mail the objection to all of the three different places listed in Section 12 above, postmarked no later than XXXX, XXX, 2022. The objection must also be filed with the Department of Court Records, Civil/Family Division, First Floor, City-County Building, 414 Grant Street, Pittsburgh, PA 15219,

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

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

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Fairness Hearing on _____, 2022 at _____.M. in Courtroom 820, City-County Building, 414 Grant Street, Pittsburgh, PA 15219. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and meets the test for class action settlements. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also determine the Class Representative

Service Award and Class Counsel fees and expenses. Following the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

In the event that the Final Hearing cannot be held at the date, time or place stated above because of unforeseen events such an increase in COVID-19 cases in Allegheny County, then the Settlement website will be updated to identify the location, time and manner of the Final Hearing. The Court may elect to hold the Final Hearing virtually via a computer link using a Zoom or Microsoft Teams platform. In this event, the Settlement website shall be updated to explain how you can attend the Final Hearing using a Zoom or Microsoft Teams link on your computer. Please check the Settlement website at www.ClearviewRepoSettlement.com to confirm the time, place and manner of the Final Hearing

20. Do I have to come to the hearing?

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

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you or your lawyer must send a letter stating that it is your "Notice of Intention to Appear in *Pierre Cameron and Jason Starr, individually and on behalf of all others similarly situated v. Clearview Federal Credit Union*, Case No. GD-19-012804." Your Notice of Intention to Appear must be filed or mailed so as to be filed with the Court no later than [DATE] and be sent to the addresses specified in Section 12. You cannot speak at the hearing if you exclude yourself from the settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

23. Are there more details about the settlement?

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

documents will also appear on a website created for this case: www.ClearviewRepoSettlement.com.

You may also call or write to the following:

Cameron v. Clearview Federal Credit Union
c/o Settlement Administrator
[ADDRESS AND PHONE NUMBER]

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

BY THE COURT

Dated _____, 2022 _____

EXHIBIT "C"

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

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

Plaintiffs,

v.

CLEARVIEW FEDERAL CREDIT UNION,

Defendant.

CLASS ACTION

Case No. GD-19-012804

ORDER FOR FINAL JUDGMENT AND DISMISSAL

WHEREAS, Pierre Cameron and Jason Starr, (the "Representative Plaintiffs" or "Plaintiff") on behalf of himself and the Class Members, and Clearview Federal Credit Union ("Clearview"), 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");[1]

WHEREAS, the Court on _____, 2022 entered an Order Preliminarily Approving the Settlement ("Preliminary Approval Order");

WHEREAS, on _____, beginning at _____ o'clock __.m. in Courtroom 820, Court of Common Pleas of Allegheny County, City-County Building, 414 Grant St, Pittsburgh, PA 15219, the Court held a hearing to consider, among other things (i) whether the settlement reflected in the Settlement Agreement should be finally approved as fair, reasonable, adequate and in the best interests of the members of the Classes; (ii) whether final judgment should

[1] Capitalized terms not defined herein shall have the meaning set forth in the Class Action Settlement Agreement and Release.

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 Plaintiffs' application for Class Representative service awards and Class Counsel's petition for 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 and 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 an award of a Class Representative service award, 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 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. Notice has been given to members of the Classes by first class mail and by posting to a case-specific website, www.ClearviewRepoSettlement.com, and 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**: Representative Plaintiffs Pierre Cameron and Jason Starr 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.

3. **Adequacy of Class Counsel**: Cary L. Flitter, Andrew M. Milz, and Jody T. Lopez-Jacobs and the law firm Flitter Milz, P.C.; James Pietz and the law firm Feinstein, Doyle, Payne & Kravec, LLC; and Carlo Sabatini and the law firm Sabatini Freeman, 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. Service awards of $15,000 are approved for each of the Representative Plaintiffs.

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 $1,250,000 to the common fund, complete forgiveness of Deficiency Balances claimed due, and equitable type relief including correction of consumer credit reports of Class Members, creates value to the Classes well in excess of $1,250,000.

Class Counsel's fee request in the sum of $500,000 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 $_____. Counsel fees and expenses are both to be paid out of the Settlement Fund, as set forth in the Settlement Agreement.

6. <u>Dismissal and Related Matters</u>:

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. Each of the Plaintiffs, 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 motor vehicle installment sale contracts or motor vehicle loans at issue. This release shall not apply to any Class Member who redeemed their vehicle and reinstated their account following repossession and/or who does not have a Deficiency Balance, who elected not to receive the Deficiency Balance forgiveness pursuant to the Class Notice, or to any loan or account of a Class Member that is unrelated to vehicle financing covered by the Litigation.

d. 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 released.

7. ***Cy Pres*****:** The Court approves Pennsylvania Interest on Lawyers Trust Account ("IOLTA"), and Neighborhood Legal Services Association of Pittsburgh 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; and (b) 50% to Neighborhood Legal Services Association of Pittsburgh. The *cy pres* fund shall be used for consumer purposes as set forth in the Class Action Settlement Agreement ¶ 3.05.

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:

_____

Phillip A. Ignelzi, Judge

EXHIBIT "D"

Clearview Repo Settlement

Election Not to Accept Deficiency Balance Debt Forgiveness

Please complete this form if you **do not want** Clearview Federal Credit Union ("Clearview") to forgive and eliminate the Deficiency Balance that Clearview says is due from you following the auction sale of your vehicle in the amount of <<***Amount of Auto Loan Deficiency***>>. You do not need to submit this form to receive the cash and credit reporting benefits of the Settlement or if you want your debt to be forgiven.

Name		
Street		
City	State	Zip
Phone	Email	

I declare that I am the Class Member in the Clearview Repo Settlement and I **do NOT want** Clearview to eliminate any Auto Loan Deficiency remaining on my vehicle finance account. By sending in this form, I understand that my credit report will not be modified, and the balance may be subject to collection.

_____ _____

Signature of Borrower Date

_____ _____

Signature of Co-Borrower (if any) Date

You must return this form postmarked by XXXXXX, XX, 2022 to:

Cameron v. Clearview Federal Credit Union
c/o Settlement Administrator
[address]

Exhibit 3

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
Cell: (818) 414-6685
E-Mail: ttarter@earthlink.net
Web: www.andelaconsulting.com

EXPERT REPORT

Pierre Cameron and Jason Starr, individually and on behalf of others similarly situated

vs

Clearview Federal Credit Union

Docket No: GD-19-012804

Pennsylvania, Court of Common Pleas

Allegheny County

Credit Industry Customs, Standards and Practices; Credit Repair; Credit Furnishing and Reporting; Credit Scoring; Credit Origination; the Credit Process; and, Credit Damages Resulting from Repossession and Unpaid Credit Deficiency Balance

October 12, 2022

Prepared By:

Thomas A. Tarter

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 Lopez-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, credit union 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 and, (iv) the beneficial impact that Plaintiffs and the Class Members (with "good" or "bad credit") will receive, if Clearview Federal Credit Union's ("Clearview") negative trade line and, if any judgments 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 unions and credit industries lending 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 banking[1], business and consulting inclusive of experience in connection with consumer credit, credit repair, credit scoring, loan modification, loan servicing and credit damage computation. My experience, as expressed in this Report, in the business, consulting and financial institutions industry spans more than 50-years inclusive of my direct experience in connection with the matters set forth in this Report.

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.

Following the completion of my military service in 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 non-profit corporations that have included the L.A. Free Net, Hope Foundation, and Los Angeles Bankruptcy Forum.

I have served as a court approved expert and financial advisor, business advisor and on the boards of directors of public, financially troubled 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.

As a prior financial institution officer, senior executive and board of directors' member[2], 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 state and federal court proceedings including but not limited to Arizona, California, Connecticut, Florida, Illinois, Massachusetts, New Jersey, New York, 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 state and federal courts including: California, Nevada, New Jersey, New York, Oregon, Pennsylvania, Texas, Washington and have been retained in more than 500 consumer related cases.

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

I have been appointed to and served on the mediation panel (1995 to the 2022) for the Bankruptcy Mediation Program of the United States Bankruptcy Court for the Central District of California and have mediated consumer credit disputes. In addition, I was a multi-term member of the Board of the Los Angeles Bankruptcy Forum.

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 trial.

DOCUMENTS CONSIDERED

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

- Proposed Settlement Agreement and Release;
- Notice of Proposed Settlement of Class Action;
- National Credit Union Administration ("NCUA") website including but limited to sections pertaining to Rules and Regulations; Supervisory Committee; Fair Lending; various Manuals and Guides;
- Fair Isaac website;
- Websites of Equifax, Experian and TransUnion;
- San Francisco Federal Reserve Bank's website;
- Office of the Comptroller of the Currency's website;
- OCC Manual, Retail Lending, (Retail Lending Manual");
- FDIC, Risk Management Manual of Examination Policies;
- Union Bank of California, Lender Liability Guidelines;
- Risk Management Association Code of Ethics;
- Debt Collectors Code of Ethics;
- Consumer Financial Protection Bureau, Supervisory Bulletin No. 17, 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;

- Economic/Hedonic Damages, The Practice Book for Plaintiffs and Defense Attorneys, Michael L, Brookshire, PhD and Stan V. Smith, PhD, 6th Printing ("Economic/Hedonic Damages");
- 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; and,
- Footnote and textual references.

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, Business Week, The Economist, economic forecasts, Federal Reserve Bulletins and other news publications relating to business conditions, commercial and consumer credit, credit reporting, 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, 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, credit, corporate finance and real estate.

SCOPE OF MY ENGAGEMENT

I have been requested to **address benefits for Class Members** related to credit reporting 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 credit[3];

(iii) the use of credit reports for employment, insurance and security clearances;

(iv) credit scoring and risk management models; and,

(v) the benefits derived from credit repair.

b. Explain for the Court's consideration how Class Members with both "good" and "bad credit" will benefit by having the Clearview trade line deleted and/or cloaked[4] 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. Approximately $1,175 per secured obligation for Repossession Class members.
2. Credit Report Notices to Equifax, Experian, TransUnion to delete and/or cloak the negative Clearview trade line.
3. Forgiveness of deficiency balances[5].

3 Including commercial loans and leases and US Small Business Administration ("SBA") loans.
4 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.
5 $2,768,101.94.

Preface

I have been requested to discuss how the Proposed Settlement benefits Class Members with both good and bad credit and much lower tier credit ratings from the removal of the Clearview debt trade line from the records of credit reporting agencies ("CRAs")[6], 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 Clearview debt trade line from credit reporting agencies, forgiveness of any deficiency balance and any negative 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.

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. Consequently, negative trade line information[7] directly affects both business[8] and consumer credit. The same is true with respect to employment, government, insurance and military risk assessment models. The information contained in CRA databases is important in our daily lives and it is easily accessible – literally just a click away.

6 Equifax, Experian and TransUnion are commonly referred to as the "Big Three" are the three largest CRAs.

7 "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.

8 Personal guarantees.

Therefore, the elimination of negative trade line information by Clearview will significantly benefit class members.

Credit Damage Overview

According to many of my credit industry peers, damages 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 and may include: missed investment opportunities; negative effect on business[9]; loss of job offers[10] or business expansion opportunities; higher and more stringent borrowing costs on credit cards, mortgages and automobile loans; higher premiums on life, medical, home, and business insurance premiums; as well as reduced credit availability[11].

Other factors and adverse consequences, which may be particularly relevant to persons categorized, as having "bad credit/risk", are (i) the 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, (ii) 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 Clearview, relative to charge off, repossession and credit deficiency, and the removal or satisfaction of judgements entered of record will benefit all Class Members with either "good" or "bad" credit ratings.

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9 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.

10 Many employers including law firms, financial service industry and supermarkets, like Albertson, Kroger and Safeway, 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.

11 For instance, traveling normally requires credit cards for reservation and often for paying for tickets. Thus, without a credit card, the ability to travel is practically eliminated.

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

It has been my direct experience that, in the ordinary course of business, many creditors use automated systems 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, Ford Motor Credit Corporation.

Automated 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 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, etc[12]. 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 also typically includes CRA data for employment, fidelity coverage, investments, investors, and security clearances. Therefore, charge-offs, judgements, repossessions negatively impact consumer opportunities in a 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

12 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 if a significant negative event such as a charge off, delinquency, repo, foreclosure or judgement is on record.

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 predicable, so *consumers without negative information* (such as an unpaid deficiency balance, 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 trade line information*.

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 information can remain on a consumer's credit for up to 7 ½ years.

There is Far More to Consider than just a Credit Score

Credit score computations are heavily weighted to take into account payment histories and delinquent accounts 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
- 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 threshold[13] 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 executive employment opportunities.

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 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 Clearview) which is recorded in databases maintained by and reported by CRAs.

Consequently, deletion and cloaking will be beneficial to Class Members even those with "bad" credit, as the reason for having a low credit score may be directly related to the Clearview 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 and/or repossession or a judgement contained in their credit reports may also be adversely impacted by not being able to obtain credit cards or loans at any rate[14]. Consequently, upon approval of the Settlement Agreement, class members 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 as a furnisher and the provider of credit information to CRAs, that Clearview serves as a gatekeeper. Consequently, Clearview is in a powerful and influential position to impact credit reporting and credit scores for 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 being turned down and/or because they believe they will be turned down, 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.

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" affects not only the Class Members, who may have stopped applying for credit (even to take advantage of

13 FDIC: Risk Management Manual of Examination Policies, Section 3.2 page 78.
14 Hard money unsecured loans are normally not available to low-income individuals.

promotional offers at places, like Best Buy, Home Depot, Kohls, Lowes Home Improvement 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 Clearview negative trade line deleted and cloaked by having the fear and stigma of rejection and embarrassment caused by the Clearview negative trade line removed. It is as if a cloud has gone away and it is no longer raining on them.

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. 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 cloaking of the negative Clearview trade line and removal or satisfaction of judgements on the deficiency from all credit reports generated by Equifax, Experian and TransUnion.

2. Although, some Class Members may not have had pristine credit arising from furnisher information provided by other creditors, the removal of the negative Clearview information will improve their overall credit by deleting significant negative credit information. This is because, as described in this Report, credit scoring and risk management is not just payment sensitive but it is also event (unpaid balance, charge off or repossession) sensitive.

3. 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 on a credit report until paid and/or no longer valid under state law, this means the negative impact can continue to have adverse consequences for many years. Importantly, the satisfaction of any deficiency judgment and the deletion or cloaking of the judgment and the negative tradeline mitigates the

impact of other adverse entries on the class members' credit reports. The deletion and/or cloaking of such information mitigates the impact of negative credit information. Consequently, Class Members will benefit and will not have to deal with the negative effects of the Clearview trade line in the future, as their credit scores and risk characteristic profiles will be improved.

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) is considered to be confidential, in my opinion, through deletion and cloaking and the removal of judgements and repossessions from the credit scores of Class Members will be significantly higher (I estimate score impacts to be approximately 50 - 125 points today).

5. Additionally, other types of risk scoring models and investigative report information will 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. The deletion and cloaking of the negative Clearview trade line and any judgement 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 are highly likely to 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) remove a potential security clearance problem; (vi) reduce and/or eliminate 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, Class Members are also directly impacted by negative Clearview created trade line information and any court judgement(s), which affects their ability to obtain and maintain credit, employment and other quality of life impacting factors.

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 credit[15] 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 including but not limited to the elimination of the adverse effects of the negative Clearview trade line's impact has on the following categories:

Credit - Financial Stigma	Impact on Employment
Cost of Credit	Insurance Costs
Loss of Credit Expectancy[16]	Medical
Loss of Quality of Life	Impact of Sleeplessness and Stress
Lost Income	Mental Anguish, frustration

CONCLUSIONS

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

1. All Class Members (with "good credit" or "bad credit") will benefit from credit repair by the deletion and cloaking of the negative Clearview trade

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

16 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

line including any information pertaining to repossession, charge off; delinquency balance forgiveness, unpaid fees as contained in the Proposed Settlement Agreement.

2. With a "high degree of commercial certainty", credit repair benefits will include but not be just limited to:
    - 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.
3. Since I understand that judgements are a lien on real property until removed, this too will be another benefit.

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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The Andela Consulting Group, Inc. ("Andela Consulting"), managed by Thomas A. Tarter, engages in banking, credit (commercial and consumer), 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, 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 issues, letters of credit, loan commitments, bank and guaranty demands, loan transactions, consumer loans and shareholder and insider matters, internal audit, banking Regulations and compliance matters.

Andela Consulting was formed in 1993 and since that time its associates have 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) Oswell Self Storage to provide turnaround management and advisory services to a Chapter 11 debtor; (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) A large Nevada Real Estate Development Company to provide turnaround management and financial advice; (vii) Advanta National Bank - expert testimony and litigation consultation regarding credit card collection practices pertaining to business related credit card usage; (viii) Consumer credit - TILA, loan and lease transactions, credit damages; (ix) Fifth Third Bank Overdraft "high to low sorting" litigation; (x) Numerous Loan Modification cases; (xi) Numerous Class Action cases involving Loan Servicing issues; (xii) Auto financing and leasing; (xiii) A Viatical Service Company to provide expert testimony and litigation consultation regarding asset-based lending industry customs, standards and practices and lender liability issues; (xiv) A Financial Institution to provide expert testimony and litigation consultation regarding real estate loan restructuring, construction and permanent lending; (xv) Credit damage analyses – consumer credit arising from debt collection, loan servicing, credit

reporting errors; (xvi) Developed a cash management and control system for multiple inter-related Chapter 11 debtors operating in several states including Hawaii; (xvii) Developed court approved business rehabilitation and marketing plans for a troubled bank; (xviii) Appointed to the board of directors of First Alliance Mortgage Company, as an independent, outside director, after the company filed for bankruptcy protection; (xix) Numerous bankruptcy plan related interest rate computations and plan feasibility analyses; (xx) Numerous cases involving embezzlement, forgery and endorsement issues; and (xxi) numerous cases involving mortgage loan servicing and credit damages.

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 a 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
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 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

During his association with First Los Angeles Bank, Mr. Tarter was 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 the 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 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 University, 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 has been appointed by the United States Bankruptcy Court – Central District of California to its panel of mediators (1996 - 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. Nalbandyan vs Wells Fargo Bank, Los Angeles, CA, Arbitration, 07/22;

2. Yu vs Tesla, Equifax, et al, Los Angeles, CA, Depo 04/22;

3. Balboa Capital vs Adesomo, et al, Santa Ana, CA, Trial 03/22;

4. Larios vs SLS, Victoria Grantor Trust, et al, Los Angeles, CA, Case No. 18STCP02482. Depo 01/22, Trial 03/22;

5. Hill vs Ocwen, PHH, et al, Colusa, CA, CV24409, Depo 01/22;

6. Tayyar, et al vs OneUnited Bank, Glendale, CA, BC533326, Depo and Trial 11/21;

7. Konig, et al. vs Bank America, n.a., Equifax, TransUnion, et al, SDNY, 7{18:cv-07299-JCM, Depo 11/21;

8. Ponce, et al. vs Wells Fargo Bank and Specialized Loan Servicing, Woodland, CA, CV-13: 1769, Depo 10/20, Trial 9/21;

9. Kramer, et al vs MicroBilt, Equifax, et al, Los Angeles, CA, 5:19-1021-JGB(SPx), Depo 06/20;

10. Linda Musial vs Nationstar, et al., Riverside, CA, Depo 01/20; Trial 02/20;

11. Kato vs AutoNation, et al; Phoenix, AZ, Arb 01/20;

12. In re: Nicolas, Los Angeles, CA, 10/20 and 3/21;

13. In re: CSA and CFT, et al.; Los Angeles, CA; 1/20 and 5/20;

14. CLG, et al. vs Gunderson, Irvine, CA, Depo 11/19; Arb 12/19;

15. Franklin, et al. vs Midwest Recovery, et al.. Los Angeles, CA, 8:18-cv-02085-JLS-DFMx, Depo 11/19;

16. Cardenas vs Ally Bank, et al., Oklahoma City, OK, Depo 10/19;

17. Bryant vs Moto-Science, et al., Los Angeles, CA Depo 09/19;

18. Sponer vs Wells Fargo Bank, et al., Portland, OR, 3:17-cv-02035-HZ, Depo 7/19; Trial 08/19;

19. Neufeld vs Capital Bank, TransUnion, et al., Fresno, CA, 1:18 – cv – 01012 – LJO – SKO, Depo 7/19;

20. Cook vs Mountain America Federal Credit Union, et al., Phoenix, AZ, Depo 3/19;

21. Hannah Weinstein vs Equifax, et al., Los Angeles, CA, 2-17-cv-8704, Depo 2/19;

22. Rowe vs Renovate America, et al., San Diego, CA, Arb 1/19;

23. Hernandez vs Ditech, SLS; et al., Glendale, CA, Depo 1/19;

24. Brainangkul vs SPS, et al., Glendale, CA, Depo 11/18;

25. Snyder vs Bank America, et al., San Francisco, CA, Depo 11/18;

26. Trabulsi vs Wells Fargo Bank, Los Angeles, CA, Depo 10/18;

27. Clark vs Vigil, Bakersfield, CA, Arb 6/18;

28. Luce vs Wells Fargo Bank, et al, San Francisco, CA, Depo 5/18;

29. Solenberger vs Northstar and Hillcrest Davidson, et al., Kansas City, KS, Depo 05/18;

30. Anderson vs Wells Fargo, et al., Dallas, TX, 3:16-cv-2514,Depo 04/18;

31. 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;

32. Hernandez vs Specialized Loan Service, San Bernardino, CA, Depo 03/18;

33. Kim vs PHEAA, et al; San Diego, CA, 17-cv-00528-WQH-AGS, Depo 02/18;

34. Yin vs Frontier Communications, et al, Los Angeles, CA, Depo 02/18;

35. Lafkas vs Lafkas, Los Angeles, CA, Depo 01/18; Trial 4/18;

36. Karapetyan vs US Bank, et al., Los Angeles, CA, Depo 01/18;

37. Robbins vs CitiMortgage, et al., San Francisco, CA, Depo 12/17;

38. TGV vs Conner, et al., Santa Ana, CA, Depo 12/17; Trial 5/18;

39. Manantan vs. Wells Fargo Bank, et al.., San Mateo, CA, Depo 11/17; Trial 03/18;

40. Favero, et al. vs. Stefanelli, et., et al., Colusa, CA, Depo 10/17;

41. GemCap, et al vs. Amalfi Capital, et al., Los Angeles, CA, BC522224, Depo 10/17;

42. Fredrickson vs Cannon Federal Credit Union, Albuquerque, NM, 2:16-cv-01012-SMV-CG, 06/17;

43. PHH vs Barrett, Daffin, et al., San Francisco, CA, Depo 6/17;

44. Al-Naswari vs FCI, et al, Anaheim, CA, Depo 3/17 and 06/17; Arb 03/18;

45. US Trust, et al vs Aroyan; et al, Irvine, CA; Arb, 01/17;

46. Weiss, et al vs Citibank; Los Angeles, CA; Depo 12/16;

47. Steiner vs Bank America. Bank New York Mellon, Bayview, et al; San Francisco, CA; Depo 11/16;

48. Krumpholtz vs Redondo Beach Board of Education; Los Angeles, CA, Trial 10/16;

49. Middleburg Bank vs Torus Law, et al; Richmond, VA, Depo 09/16; Trial 11/16;

50. Community Bank of Santa Maria vs Joni Gray; Santa Barbara, CA, Depo 07/16;

51. Dias vs PNC, et al, Auburn, CA, Trial 03/16;

52. Data Label vs California Bank and Trust, Los Angeles, CA, Depo 3/16; Trial 03/17

53. Bresee vs Wells Fargo, et al, Phoenix, AZ, Depo 03/16;

54. Herrera vs AllianceOne, San Diego, CA; Depo 02/16;

55. Banneck vs Experian, HSBC, et al, Oakland. CA; 02/16;

56. Bodecker vs JPMorgan Chase, San Francisco, CA; Depo; 02/16;

57. Boston Private Bank vs. Foster Enterprises, et al., Depo, San Mateo, CA, 12/15;

58. Lawrence vs. J.D. Byrider, et al., Akron, OH, Arb. 12/15;

59. Jackson, et al vs. J.D. Byrider, et al., Cleveland, OH, Arb. 12/15;

60. People vs. Johnson, Santa Rosa, CA, Trial 8/15;

61. Kim vs BMW FS, et al., Los Angeles, CA, Trial 8/15;

62. Stansell vs Bank of America, et al., Marysville, CA, Depo 8/15;

63. Csmeezy, Inc. vs City National Bank, et al., Beverly Hills, CA, Depo 7/15;

64. Teamcare, et al. vs Wells Fargo Bank, et al., Los Angeles, CA, Depo 6/15;

65. Drakopoulos vs Credit Suisse, SPS, et al., Newberryport, MA, Trial 06/15 and 01/16;

66. Valdes, et al. vs Citibank, et al., Los Angeles, CA, Depo 05/15, 6/15; Trial 8/15;

67. Guerra, et al., vs Nationstar, et al., Sacramento, CA, Depo 04/15;

68. In re Tayyar, et al., Los Angeles, CA, Depo 04/15; Trial 05/15, # 2:13-bk-37454-WB;

69. Gustafson vs. SST, et al, Los Angeles, CA, Depo 03/15;

70. Thomasian vs Wells Fargo Bank, et al. Portland, OR, Depo 03/15;

71. MCWE vs Compass Bank, et al, San Diego, CA , Depo 02/15; Trial 8/15;

72. In re Duncan and Dirk, et al., Los Angeles, CA, Trial 12/14, # 2:14-bk-19628-ER;

73. Morvant vs Eastern Savings Bank, et al, Salt Lake City, UT, Depo 11/14; Trial 12/16;

74. Raima vs Wells Fargo Bank, Los Angeles, CA, Arb, 10/14;

75. In re Laube, et al., Woodland Hills, CA, Trial 10/14, # 1:13-bk-17331-VK and 17332-VK;

76. Linza vs PHH Mortgage, et al, Marysville, CA, Trial 07/14;

77. Corona, et al vs Heritage Oaks Bank, et al., Santa Barbara, CA, Depo 07/14; Trial 09/14;

78. Capil vs Mega Life, et al., San Jose, CA, Depo 06/14;

79. 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;

80. Carrillo vs Chase, et al, Riverside, CA, Depo 04/14;

81. UGS vs Pacific Shores, San Jose, CA, Depo, 04/14;

82. In re Fox, Santa Ana, CA, Trial 01/14, # 8:11-bk-10501-ES;

83. Squatrito vs CSS, Chatsworth, CA, Trial 01/14;

84. In re Hargett, Santa Ana, CA, Trial 01/14, 8:11-bk-19495-TA;

85. In re Gonzalez, Santa Barbara, CA, Trial 12/13, # 9:12-14445-RR;

86. LWL Investments, LLC vs Universal Bank, et al., Los Angeles, CA, Depo 11/13;

87. Indymac Ventures, LLC vs Anyia, et al., Los Angeles, CA, Depo 10/13; Arb 10/13;

88. Peters vs Discover, et al., Los Angeles, CA, Depo 9/13;

89. In re Kerr, et al, San Diego, CA, Trial 06/13, # 12-90204;

90. In re Bacino, FDIC, as Receiver for La Jolla Bank vs Birger Greg Bacino, San Diego,;

91. Laurelwood Group, LLC vs. East West Bank, et al., Los Angeles, CA, Depo 05/13;

92. Verdiyan vs Capital One, et al, San Francisco, CA, Depo 04/13;

93. In re: Ortega, Santa Barbara, CA, Trial, 3/13, # 9-10-bk-12324 RR;

94. Bacarti vs JPMorgan Chase, et al, Los Angeles, CA, Depo 3/13;

95. Kim vs JPMorgan Chase, et al, Los Angeles, CA, Depo 3/13;

96. Chang and Wong vs. Hanmi Bank, et al., San Jose, CA, Depo 2/13, Trial 06/13;

97. Downs, et al vs. Wells Fargo Home Loan, et al., Reno, Nevada, NV, Depo 1/13;

98. Gaudie vs Countrywide, et al., Chicago, IL, Depo 12/12;

99. Evans vs Trope, et al, Los Angeles, CA, Depo 11/12;

100. Khazra vs Shayan, Los Angeles, CA, Trial 10/12;

101. FDIC as Receiver for Union Bank, N.A. vs Prudential, et al., Phoenix, AZ, Depo 8/12;

102. FDIC as Receiver for La Jolla Bank vs O'Connor, et al., San Diego, CA, Depo 7612;

103. The Preserve, LLC vs Centerpoint, et al,. Los Angeles, CA, Depo 05/12, # 2:10-ap-01296-BB and 2-10-bk-18248-BB;

104. Valencia Dodge vs Mikaelyan, Chatsworth, CA, Depo 04/12; Trial 10/12;

105. In re: Krishan, LLC, San Jose, CA, Trial 04/12, # 10-50824-SLJ;

106. Shoreline vs. Union Bank of California, Los Angeles, CA, Depo 04/12;

107. Utah First Federal Credit Union vs. Federal Insurance, et al., Salt Lake City, UT, Depo 02/12;

108. Lopez, et al., vs. Wells Fargo Bank, et al., Los Angeles, CA, Depo 02/12;

109. Anderson vs. Chase, et al., San Diego, CA, Depo 01/12;

110. United States vs. Sutherland, et al., Las Vegas, NV, Trial 01/12;

111. Dillon vs. Chase, et al, Charleston, WV, Depo, 12/11; Trial 02/12;

112. Triano vs. Summit Bank, et al, Oakland, CA, Depo 11/11;

113. Wells Fargo Bank vs White, Los Angeles, CA, Depo 11/11; Trial 05/12

114. Oxford Street Properties, LLC vs. Lance Robbins, et al, Depo 10/11;

115. In re: Tarkanian, et al,. San Diego, CA, 09/11, # 10-cv-0980-WQH(BGS);

116. Mueller vs Wells Fargo Bank, San Francisco, CA, Trial 09/11;

117. Amezcua, et al vs. East West Bank, San Jose, CA, Depo 08/11; 09/11;

118. 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;;

119. Kim, et al vs. CCU, et al, Las Vegas, NV, Depo 07/11;

120. Jacob vs. SDG&E, San Diego, CA, Mediation, 06/11;

121. TomatoBank vs East West Bank, Los Angeles, CA, Depo 07/11;

122. Held vs. Gilmore Bank, Santa Ana, CA, Depo ,06/11; Trial 07/11;

123. Trapasso and Justice vs Romero, et al, Stockton, CA, 05/11;

124. In re: Pacific Allied, Los Angeles, CA, Trial 03/11, # 2:10-bk-42788 BB

125. Price vs Eller, et al. Riverside, CA, Trial 03/11

126. John Doe vs Church of Latter Day Saints, et al; Los Angeles, CA, Depo 02/11

127. Empire Merchandizing vs. Bank Rhode Island, Providence, Rhode Island, Depo 02/11; Trial 02/11.

128. United States of America vs. 718 West Wilson, et al, San Diego, CA, Depo 01/11

129. Dufour vs. Informative Research, et al, Garden Grove, CA, Depo 01/11

130. Amex vs Alexander Max, et al, Rockville, MD, Depo 10/10

131. Umpqua Bank vs Larmont, et al, Sacramento, CA, Depo 10/10

132. In Re: Mammoth Arrowhead 1, LLC, Phoenix, AZ, Trial 09/10,

133. D. Alexander vs Anderson, et al, Los Angeles, CA, Depo 08/10

134. In re: Quarry Pond, LLC, et al, San Francisco, CA, Trial 06/10, # 09-33426

135. Abdi vs Mulhearn, et al, Los Angeles, CA, Arb 06/10

136. Lovett vs Citibank, et al, Los Angeles, CA, Depo 05/10; Trial 10/10; 5/12

137. Charon Solutions, Inc. vs Jensen, et al, Los Angeles, CA, Depo 05/10

138. Faye Estates, LLC vs Eastern Savings Bank, Los Angeles, CA, Depo 04/10; Trial 04/13

139. Zey vs Dyck-O'Neal, et al, St. Louis, MO, Depo 04/10

140. In re: Mendoza, et al, Santa Rosa, CA., Trial 04/10, # 09-11678-AJ

141. 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

142. Matthews vs Chase, et al, Jacksonville, FL, Depo 02/10

143. DeWitt vs Monterey Insurance company, et al., San Diego, CA, Depo 02/10; Trial 04/10

144. Jung vs Hamni Bank, et al., Los Angeles, CA, Depo 01/10

145. Garcia vs Triton Acceptance, Los Angeles, CA, Depo 12/09; Trial 12/09

146. CNA, et al vs Lloyds, et al, Chicago, CA, Depo 11/09

147. Hickerson vs Financial Freedom, et al, Ventura, CA Depo 11/09; Trial 09/11;

148. Perry vs Mega Life, et al., Phoenix, AZ, Depo 11/09

149. In re: McBride's RV Storage, LLC., Riverside, CA, Depo 10/09; Trial 10/09, # 6:09-bk-11279-BB

150. Cartwright vs CMI, WSFS, Experian, et al. Los Angeles, CA, Depo 09/09; 10/09; 12/09

151. Miller, et al vs. Norton Financial, Greer, Safe Harbor Financial, et al. San Diego, CA, Depo 09/09; Trial 05/10

152. Petty vs Petty, Jackson, CA, Trial 08/09

153. Marcus vs Vorspan, et al, Los Angeles, CA, Depo 07/09; Arb 08/09

154. Hwang vs Fang Fashion, et al, Los Angeles, CA, Depo 06/09

155. Elie vs Smith, San Mateo, CA, Depo 06/09

156. In re Waterstone, LLC, et al, Reno, NV, Trial 06/09. # BK-N-08-50954-GWZ

157. Heil Construction, Inc., vs Security Pacific Bank, et al., Bakersfield, CA, Depo 05/09

158. UJV, et al vs Lewis, Jennings, Ross, et al. Grand Rapids, MI, Depo 02/08; Trial 04/09

159. Blackburn vs. Duckor, et al, San Diego, CA, Dep 03/09; Arb 03/09

160. Holly Young vs Bigelow, Los Angeles, CA Depo 03/09; Trial 06/09

161. Levenson vs WaMu, et al., Los Angeles, CA, Depo 01/09; Arb 05/09

162. Drury - Countrywide, et al., Tampa, FL, Depo 10/08

163. Karen Cappuccio vs Countrywide, et al, Philadelphia, PA, Trial 09/08

164. Mark Anderson vs WaMu, et al, San Diego, CA, Depo 09/08

165. Ellis vs PHEAA, KeyBank, et al, Los Angeles, CA, Depo 07/08

166. Quinn vs Cherry Lane Auto, et al, Spokane, WA, Trial 06/08

167. In re I-5 Social Services Corporation, Debtor, Fresno, CA, Depo 05/08, # 07-13032-A-11

168. Walsh et al vs Bank of Petaluma, et al, Santa Clara, CA, Depo 04/08; Trial 09/08

169. Gorman vs HSBC, Experian, et al, New York, NY, Depo 04/08

170. Shokatz vs Better Business Financial Services, Kelly Lucas & Pacifico LLP, et al, Milwaukee, WI, Depo 03/08

171. Austin vs HSBC, et al, San Diego, CA, Depo 03/08

172. Melton vs Friend, et al, Santa Ana, CA, Depo 01/08

173. OES vs West Coast Bank, et al, Portland OR, Trial 01/08

174. Michigan First Credit Union vs CUMIS, et al, Detroit MI, Depo 12/07; Trial 01/09

175. Ligon vs Chase, et al, Dallas, TX, Depo 11/07

176. Williams vs. AutoNation, Los Angeles, CA, Depo 11/07; Trial 12/07

177. Weldon vs. Launch Marketing Concepts, Inc., Los Angeles, CA, Depo 11/07; Arbitration 12/07

178. Arnold vs LNR, Los Angeles, CA, Depo 10/07

179. Squirty's Collision, et al vs Finishmaster, et al, Depo 09/07; Trial 09/07

180. Casey vs US Bank, et al, Santa Ana, CA, Depo 09/07; Trial 10/07

181. Nardelli vs MetLife, et al, Phoenix, AZ, Depo 09/07; 08/08; Trial 03/09

182. Cha, et al vs WFB, et al, Los Angeles, CA, Depo 08/07; Trial 09/07

183. Ho, et al vs Wells Fargo Bank, et al, Los Angeles, CA, Depo 08/07; Trial 08/08

184. Ott vs Markley Group, et al, Los Angeles, CA, Depo 06/07

185. Hayden vs. Hayden, Los Angeles, CA Arbitration 05/07

186. Nelson vs. Arrow Financial Services, et al, Los Angeles, CA, Depo 04/07; Trial 05/07

187. Foppiano vs. Union Bank of Stockton, et al, Sacramento, CA, Depo 04/07

188. Board of Health Dept vs Virginia Jefferies, et al, Mansfield, OH, Depo 04/07

189. DeLuna vs Bank America, Los Angeles, CA, Depo 12/06; Trial 06/07

190. Pertiera vs Bank America, Los Angeles, CA, Depo 12/06

191. United States vs. Flores, Los Angeles, CA, Trial 12/06

192. Lehman vs Net Bank, et al, Indianapolis, In, Depo 12/06

193. Kay vs. Washington Mutual, et al., Sacramento, CA, Depo 09/06

194. Loudd vs. Weston, Conseco, GreenTree, et al., Los Angeles, CA, Trial 09/06

195. Associated Bank, et al vs Brady Martz, Minneapolis, MN, Dep 0906

196. Satey vs Chase Manhattan Bank, et al, Los Angeles, CA, Dep 08/06

197. 1124 Marylin Drive Development, LLC vs Elyaszadeh, Los Angeles, CA, Dep 04/06; Trial 07/06

198. Paradigm Industries, Inc. vs Yang, Wells Fargo Bank, et al., Los Angeles, CA, Dep 03/06; trial 04/06

199. Bank of America vs Mark Guzy, et al, San Francisco, CA, Dep 03/06

200. First State Bank of Taos, et al. vs Close, Albuquerque, NM, Dep 02/06

201. Neumann, et al. vs. Friedland, et al, San Jose, CA, Dep 02/06

202. Babijian, et al vs Union Bank of California, Los Angeles, CA, Dep 01/06

203. Bistro Executive, Inc., et al, vs Rewards Network, Inc., et al, Dep 01/06

204. Lu, et al, Los Angeles, CA, Arbitration, 11/05

205. Fisher vs Wells Fargo Home Mortgage, et al, Los Angeles, CA Dep 11/05, Trial 04/07

206. Turner vs Washington Mutual, et al, Los Angeles, CA Dep 11/05

207. Accurate Air Engineering vs Bank of America, Los Angeles, CA, Dep 11/05

208. Las vs Washington Mutual, Las Vegas, NV, Dep 09/05, Arbitration 01/06

209. Dante Valve Company, Inc, et al vs Bank of America, Los Angeles, CA, Dep 08/05

210. Amada America, et al vs Bank of America, Los Angeles, CA, Arbitration, 05/05

211. Green vs Vars, et al, Los Angeles, CA, Dep 04/05

212. White vs White, et al, Riverside, CA, Dep 03/05

213. Sherman, Abrunzo vs Stricklands, Aaron & Jacqueline and Estate of Albert Thompson, et al, Chatsworth, CA, Trial 02/05, No. PC 033244-V

214. Harman vs California Federal Bank, et al, Van Nuys, CA, Dep 1/05, Trial 2/05, No. LC059430

215. Reizian vs Mehrdad Arya, Global Capital Group, Inc,, The Escrow Group, et al, San Diego, CA, Trial 02/05, No. GIC 819536

216. Barry vs California Bank and Trust, et al, Orange County, CA, Dep 01/05, No. 04CC04393

217. Norma Berneman, et al vs. Ira Shear, Bank of America, et al, Los Angeles, CA, Dep 9/04 BC 278 601

218. Invelj, Inc. vs AMK Management, Inc., et al, Van Nuys, CA, Trial 07/04 02E08010

219. Federal Insurance Corporation and Plum Creek Marketing, et al vs Bank America, Cal Fed, et al, Ventura, CA, Dep 06/04 CIV 215700

220. Barbara San Martin vs. Antioch Credit Union, Martinez, CA, Dep 05/04

221. Humbolt Bank, et al vs Gulf Insurance Company, San Francisco, CA, Dep, 05/04 C03-1799 SC ARB

222. Vasquez, et al vs Beneficial Finance, Portland, OR, Trial 01/04

223. United Grand vs Farmers & Merchants Bank, et al, Long Beach, CA, Dep 01/04, No. BC296270

224. Commercial Programming Systems, Inc. vs Briggs & Baker, et al, Los Angeles, CA, Dep 12/03; Trial 02/04

225. Ferrera vs Henry C. Hansel, Inc., et al, Santa Rosa, CA, Dep 12/03, No. 231480

226. Beach, et al vs Bank of America, et al, San Francisco, CA, Dep 11/03

227. Aquino vs Providian, Fresno, CA, Madera County No. CV18758, Dep 10/03

228. Martinez vs Onyx Acceptance Corporation, et al, Fresno, CA, Trial 8/03

229. FFS, et al vs Bank of Saipan, Abilene, TX, Dep 7/03; Trial 04/05

230. SoCal Housing Partners, LLC vs Gregory S. Hancock, Darrell Hoover, et al, Los Angeles, CA, Depo 6/03

231. Anthony Kalajian vs. Patricia Dubon, Aames, et al, Los Angeles, CA, Dep 5/03

232. Wells Fargo Bank vs Peter Knibb, et al, Los Angeles, CA, Dep 5/03

233. Spectrum Glass and Aluminum, Inc., et al vs People's Bank of California, et al, Los Angeles, CA, No. EC – 033501, Dep 3/03

234. Nilchin vs Cohen, et al, Los Angeles, CA, Trial 3/03

235. Luther vs Bank of America, Moreno Valley Honda, et al, Riverside, CA, Dep 01/03

236. Corbett vs Bank of America, Hayward Dodge, et al, Oakland, CA, Dep 11/02, 12/02

237. Costa vs Fresno Surgery Center, et al, Fresno, CA, Dep 10/02; Trial 11/02

238. Bank of America, et al vs Prime One Capital, Bridgeport, CN, Federal Court, Trial 10/02

239. California Federal Bank vs Russell Crawford, et al, Los Angeles, CA, No. BC – 144590, Trial 9/02

240. 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

241. Alaska Petroleum Environmental Engineering vs Antiquarian Traders, et al, Los Angeles, CA, No. LASC BC 260006, Trial 8/02

242. 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

243. Grumbo vs Bretz, Los Angeles, CA, No. SC 059095, Dep 7/02

244. Sam Carroll and GOCO Acquisition Corp. vs German American Capital, et al., Birmingham, AL, No. 01-T-981-5, Federal Court, Dep 6/02

245. Duran vs. Citicorp, Santa Clara, CA, No. CV-790369, Dep 6/02

246. Fyke and Falcone vs. Screen Shop, Santa Clara, CA, Trial 5/02

247. Bill's Quik Stop vs West America Bank, et al., Fresno, CA, Dep 5/02

248. Krantz vs Philpott, et al., Los Angeles, CA, Dep 1/02

249. Bank of America vs San Ramon Carriage Co., Inc., et al, Contra Costa County, CA, No. C00-04854, Dep 10/01; Trial 11/01

250. David Kim vs California Korea Bank, No. BC108719, Los Angeles, CA, Trial 8/01

251. Spring Mountain Homes, et al vs Upland Bank, American Arbitration Association No. 72-110 00981, Upland Bank - MJE, Los Angeles, CA, Arbitration 8/01

252. Viva Tiger, Inc. vs Cathay Bank, Pasadena, CA, Dep 6/01, Trial 7/0;

253. Marine Village Townhomes Association vs Hawthorne Savings and Loan, No. YC 032 949, Los Angeles, CA, Dep 5/01;

254. Abatti vs Floyd, et al, Imperial, CA; SC case No. 89994Dep 3/01, Trial 5/01;

255. Lee vs Bank of America, Los Angeles, CA; Dep 1/01, Trial 2/01;

256. 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;

257. In re: Cimms, et al, Los Angeles, CA;

258. Kroupa vs Sunrise Ford, AT&T, et al, Los Angeles, CA; ECO 14965, Trial 11/00

259. Reyes vs Car Gallerie, et al, United States District Court, Los Angeles, CA; CV -00-5673-MWB; Trial 10/00

260. Bank of America vs Larry Whithorn; Riverside, CA, RIC 310840; Dep 9/00

261. Kane vs Capital One, et al; GIC733574; San Diego, CA; GIC 733574; Dep 8/00

262. Larry Nix, et al vs Westcorp, et al.; Los Angeles, CA; BC 204188; Dep 8/00

263. Coast Business Credit vs Roger Hay, Ken Campbell, et al.; Orange County Superior Court; No. 787394; Dep 5/00

264. Hanna vs American Dream Equity Home Loan Corporation; Los Angeles, CA; EC026426; Dep 2/00

265. Life Benefactors, LP vs Transamerica, et al; San Diego, CA; 723176; Dep 1/00; Trial 3/00

266. Peter Ligeti vs Advanta National Bank; Santa Clara, CA; CV 770626; Dep 11/99

267. Ambriz, et al vs Greentree Financial; Elko, NV; #29128; Dep 10/99; Trial (A) 11/99

268. In re: Nellis Arms Apartments; Las Vegas, NV; 99-12278 LBR; Dep 9/99; Trial 9/99

269. 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

270. Davina Willis vs J. G. Wentworth SSC; San Francisco, CA; Dep 8/99

271. Davis vs A&L, et al; Riverside, CA; 273753; Dep 6/99

272. In re: Crystal Properties, Ltd; San Fernando Valley, CA; SV 97-18796-KL; Dep 5/99; Trial 7/99

273. In re: Maroa Park Apartments; Modesto, CA; 98-95624-A-4; Dep 6/99; Trial 8/99 `

274. Ohai vs WHC-Three Investors, The Archon Group, et al; Los Angeles, CA; AAA Case No 72-1480039098; Trial (Arbitration) 3/99

275. In re: Florence, et al; Las Vegas, NV; Dep 1/99

276. Ambassador Hotel Co. LTD vs Wan Yuan Lin, et al; Los Angeles, CA; No 176479; Dep 2/99

277. Wendell vs Wells Fargo Bank; San Francisco, CA; 983597; Dep 4/99

278. Bragg vs Hawthorne Savings Bank; Los Angeles, CA; Trial 11/98

279. Rosario Sobremonte; Amparo Esperidion, et al vs Bank of America; Los Angeles, CA; BC 127133; Dep 9/98

280. Finnocario, et al vs Wells Fargo Bank, et al, Los Angeles, CA, Depo est 09/98

281. Yang, et al vs Bank of America; Los Angeles, CA; Los Angeles; VC 020377; Dep 3/98 est

282. EMC Mortgage Co., et al vs Christensen, et al; Fresno, CA; Trial 2/97 est

283. Fuchs and Marshall, et al vs Hwai-Tang Chen, et al ; Santa Monica, CA; SC047845; Trial 11/98 est

284. Union Oil Company of California vs Mobil Oil; Los Angeles, CA; Dep 10/98est; Trial 11/98 est

285. Tillman Fabric, Inc vs New Progress Enterprise Co., et al; Los Angeles, CA; BC 161449; Trial 7/98

286. Budak vs Grossman; Los Angeles, CA; Dep --/97 est; Trial (Arbitration) --/98

287. Imperial Bank vs Robert Selan, et al; Los Angeles, CA; LC038665; Dep --/98 est

288. Sukow vs Republic Western Insurance Company, et al; Los Angeles, CA; BC 142792; Dep -- /98 est

289. In re. Silveira, et al; Modesto, CA; 96-92575; Trial 11/96

290. In re. Playa Pacifica, et al; Santa Ana, CA; SA96-11937-JW; Dep 10/96

291. Federal Deposit Insurance Corporation vs BMB Properties, et al: Los Angeles, CA; C 669033 consolidated into C 669294; Dep 8/97; Trial 9/97

292. 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

293. Takaki vs Hawthorne Savings Bank; Los Angeles, CA; YC 021815 Dep 4/97 est. and 2/99; Trial 6/97 and 3/99

294. The Official Oversight Committee vs Levene & Eisenberg, Alliance Bank, et al; Santa Barbara, CA; 213552; Dep 10/97

295. Bilma Sadah vs Wells Fargo Bank, Chemical Bank, et al Los Angeles; YC 025096; Dep 10/98 est; Trial 3/99

296. Kertesz vs Home Savings of America; Santa Monica, CA; SC 037986; Dep 9/97

297. O.T. vs Valle Verde Foods; Los Angeles, CA; Trial (Arbitration) 11/97 est

298. Monarch Bank, et al; Santa Ana, CA; Dep 6/97

299. Patel vs Pacific Inland Bank; Los Angeles, CA; LC 018345; Dep 97 est

300. Hughes vs Home Savings Association, et al; Santa Barbara, CA; 211477; Dep 1/97; Trial 3/ 97

301. Beck Oil, Inc vs Bank of America; Los Angeles, CA; Dep 2/97; Trial 3/97

302. In re: Hansohl, Inc., et al; Los Angeles, CA; Dep 1/97

303. Tokai Bank of California vs KSS Real Estate Group, et al; Los Angeles, CA; BC131203; Trial 6/96

304. Powertrain, et al vs Haifa; Santa Ana; CA; Trial 7/96 est

305. In re: Maulhardt Industrial Center; Santa Barbara, CA; ND 95-15475-RR; Trial 5/96

306. Guny vs Lieb, et al; Ventura, CA; 114052; Trial --/96

307. 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

308. Timothy Watson vs The Downey Venture, et al; Los Angeles, CA; BC 098430; Dep --/96 est

309. Farnon vs World Savings, Santa Monica Bank, Argus, et al; Los Angeles, CA; LC 022237; Dep 5/95: Trial 7/95

310. First American Title Company vs Bank of America, et al; Los Angeles, CA; BC 098416 Dep est. 1995

311. Hanmi Bank vs Kim, You, et al; Los Angeles, CA; Dep --/95

312. Mosely vs Farmers and Merchants Bank; Los Angeles, CA; NC 012950; Dep --/95 est

313. Pelletier vs Behrens, et al; Los Angeles, CA; CV 890969-RMT Dep est 1995; Trial 11/99

314. In re. Gatway 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 C

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

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

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EXPERT WITNESS CONSULTING AGREEMENT

Banking and Credit Industry Practices

, 2022

The Andela Consulting Group, Inc.

18783 Tribune Street
Northridge, CA 91326

Thomas A. Tarter **Phone: (818) 488-9101**
Managing Director
Expert Witness – Banking **E-Mail**: ttarter@earthlink.net
Consulting – Financial and Management

Re:

Date: , 2022

This EXPERT WITNESS CONSULTING AGREEMENT ("Agreement") is intended to confirm The Andela Consulting Group, Inc.'s ("Andela") engagement as set forth in this Agreement.

1. Andela will provide Expert Witness or Litigation Consulting Services on behalf of _____("Client").

2. Andela, Thomas A. Tarter and any person or entity affiliated with Andela will be an independent contractor and not an employee, beginning on the date of this Agreement but terminable at will.

3. Client will provide full access to all personnel and all books and records under its attorney's, or any of its other attorneys, control that may be requested by Andela that are applicable to this matter.

4. Andela's fees are: Thomas A. Tarter - $295.00 per hour for: investigation, research, preparation or consultation, and $495.00 per hour for arbitration, deposition testimony or any court appearances. Other members of Andela may be billed at their standard rates ranging between $95.00 and $250.00 per hour for services rendered. There are no minimum charges for deposition and/or court appearances. Depositions and Court appearances will take place in Northridge, CA via Zoom or electronic means due to my physical condition and COVID-19.

5. Client agrees to reimburse Andela for all reasonable and necessary business-related expenses. Andela will call Client to get specific verbal advance approval of any cost item expected to be more than $250.00.

6. Non-detailed statements of time and detailed statements of any fees or costs will be sent to you periodically and payment is anticipated ten (10) business days after the bill is received.

7. At the time that this Agreement is signed and returned to Andela, a mutually agreeable retainer of $_____ is requested. The retainer is intended to be a "stay ahead" retainer and once used will be requested to be replenished. It would be appreciated that all unpaid fees and expenses will be paid prior to any deposition or court testimony.

8. No other fee or cost arrangements are expressed and/or implied and it explicitly understood that there is no contingency fee based on the outcome of this case.

9. The results and scope of research, evaluation and conclusions, and the outcome of any litigation or claim are uncertain. Therefore, no limitations, timing, results, representations, warranties or guarantees are expressed or may be implied.

10. Client shall indemnify and hold Andela, Thomas A. Tarter or any person or entity affiliated with Andela, and Thomas A. Tarter hold them free and harmless from any claims, costs, including but not limited to legal fees which may arise from what they in good faith believed to be appropriate analysis and/or testimony.

11. Except to the extent necessary to properly perform their duties, Andela agrees to keep confidential all documents and/or information revealed to it.

12. This Agreement contains the entire agreement between Andela and the Client.

13. If it becomes necessary to employ attorneys to enforce any part of this Agreement, the prevailing party shall be entitled, to its reasonable attorney's fees and costs.

14. This Agreement may be executed in counterparts, each of which shall be an original, and all of which taken together, shall constitute the entire instrument.

15. If, within ten (10) days of the date of this Agreement, it shall not have been executed and returned, this Agreement shall be void and of no force or effect.

16. Andela's taxpayer identification number is 95-4511452. Andela is not subject to back-up withholding. Please make all checks payable to The Andela Consulting Group, Inc. and mail them to the address listed above.

This Agreement has been executed as of this __ day of _____ , 2022.

Client or its Authorized Representative

By:_____

Andela Consulting Group, Inc.

By: _____

EXHIBIT "4"

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

PIERRE CAMERON, JASON STARR, individually and on behalf of all others similarly situated, Plaintiffs, v. CLEARVIEW FEDERAL CREDIT UNION Defendant.	CLASS ACTION NO. GD-19-012804

CERTIFICATION OF CARY L. FLITTER IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS, AND ATTORNEY FEES AND EXPENSES (UNCONTESTED)

I, CARY L. FLITTER, certify the following to be true and correct:

I am an adult individual, a member of the bar of the Supreme Court of Pennsylvania in good standing, and co-counsel for Plaintiffs Pierre Cameron, Jason Starr and the putative Classes in the above-captioned action. This Certification is submitted in support of Plaintiffs' Motion for Final Approval of Class Action Settlement, Service Awards to Representative Plaintiffs, and Attorney Fees and Expenses (Uncontested).

Qualifications of Counsel

1. 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

2. I have been admitted to the bar for over 40 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 Eastern District of Pennsylvania (1981), Middle District of

Pennsylvania (1995), Western District of Pennsylvania (2016), District of New Jersey (1981); the Supreme Court of Pennsylvania (1981), the Supreme Court (App. Div. 3d Dept.) of New York (2017), and the Supreme Court of New Jersey (1981).

Teaching Appointments and Academic Guest Lectures

3. 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 -- Adjunct Faculty, Commercial Law (1991 to 1998).

4. 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 2008-18;

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.

5. *Pa. Judicial College*, 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

6. 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

7. -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)

2022

8. 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.

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

9. 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*, Practicing 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.

2013

Panelist; *Communication With Your Class Representative*, National Association of Consumer Advocates Class Action Symposium, Washington, DC, November 2013; Presenter, *Collection of Judgments and Consumer Law Pitfalls*, Montgomery County Bar Association, Norristown, PA, October 2013; Panelist, *Consumer Debt Collection Perspectives,* National Association of Retail Collection Attorneys Annual Conference, George Washington University Law School, Washington, DC, October 2013; Co-Presenter, *Fair Debt Collection Practices Act, Ask the Experts,* National Consumer Law Center Annual Fair Debt Conference, Baltimore, MD, March 2013; Co-Presenter, *Anatomy of a Debt Buyer Case*, University of Maryland School of Law, Baltimore, MD, March 2013.

2012

Co-Presenter, *Consumer Law Update: An Active 12 Months,* Montgomery Bar Association, Debtor/Creditor/Bankruptcy Section, November 2012; Co-Presenter, *Consumer Law Practice Pointers,* National Consumer Law Center Annual Conference, Seattle, WA, October 2012; Co-Presenter, *Successful Mediation of Federal Court Cases,* Montgomery Bar Association Federal Courts Committee, May 2012; Panelist, *How the FDCPA Impacts the Practice of Law,*

American Bar Association, Business Law Section, Consumer Financial Services Committee Section, Annual Meeting, Las Vegas, NV, March 2012; Co-presenter, *Fair Debt Collection Practices Act, Ask the Experts,* National Consumer Law Center Annual Fair Debt Conference, New Orleans, LA, February 2012.

2011

Co-presenter, *Holding Abusive Debt Collectors Accountable,* National Consumer Law Center Annual Conference, Chicago, IL, November 2011; Presenter, *Consumer Law Developments for Pro Bono Counsel*, Berks County (PA) Bar Program, Reading, PA, Oct. 2011; Co-presenter, *Consumer Credit Law Update*, Montgomery Bar Association, September 2011; Co-presenter, *Fair Debt Collection Practices Act, Ask the Experts,* National Consumer Law Center Conference, Seattle, WA, March 2011; Co-presenter, *Creditor Liability for Debt Collector Conduct: What Your Collectors and Law Firms Do Can Hurt You;* ALI-ABA Webinar, February 2011.

Publications

10. Contributing author, *Pennsylvania Consumer Law* by Carolyn Carter, Bisel Publishing Co., 2003, Supp. 2021. This is the leading legal treatise in Pennsylvania on consumer law issues. I contribute to the chapter 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; Debt Collection Compliance Alert: *Avoid These Traps - - 6 Mistakes that Can Get You Sued* – July 2005; Consumer Financial Services Law Report: *Liability May Follow Deviation From FDCPA Notice Language* – May 18, 2005; Consumer Financial Services Law Report: *ID Theft Claim Against Car Dealer Shifts Into Gear* – August 11, 2004; Philadelphia Inquirer, *Montgomery County Car Dealer to Face Class Action for Identity Theft* – October 2002; Consumer Financial

Services Law Reporter, *Advantages and Disadvantages of Using Expert Witnesses in Consumer Finance Litigation* - August 2002; Bankrate.com, *Consumer Remedies Under the Fair Credit Billing Act* - June 2002; NBC-10 TV News, *Consumer Online Chat* - January 2001; Fox-29 TV News, *Automobile Financing Fraud* - November 2000; CBS News Market Watch *Effect of Credit Repair Organizations Act* October 2000; Fox-29 TV News, *Predatory Lending* - October 2000; Pennsylvania Lawyer Magazine *Sleuthing Through the Ledger* - January/February 1999; Legal Intelligencer, *Kelly: 9.5 Million Damage Range Not Specific Enough for Discovery* - June 1998; Legal Intelligencer, *Class Action Settlement Worked out with Bally's Collection Attorney* - July 1997.

Bar Association Appointments/Honors

14. 2000-2010, 2012, 2015-2022 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 Pa.) 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.

15. 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.

16. 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.

17. 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.

18. 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.

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

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

21. 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.

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

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

24. I was appointed by the Supreme Court of Pennsylvania as an instructor for the Pennsylvania Judicial College, (consumer debtor-creditor law), 2018-19.

Recent Representative Cases

25. 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:

Norman v. Trans Union, LLC, 479 F. Supp. 3d 98 (E.D. Pa. Aug. 14, 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 investigation of disputes under Fair Credit Reporting Act)

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).

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).

Cubler v. Trumark Fin. Cr. Un., 83 A.3d 235 (Pa. Super. Ct. 2013) (First impression holding UCC Article 9 statutory damages to be compensatory, not penal, and subject to 6 year statute of limitation).

Rodriguez v. Fulton Bank, 108 A.3d 100, 2014 WL 10789953 (Pa. Super. Ct. 2014) (UCC repo class action; denial of arbitration affirmed); *appeal denied*, 631 Pa. 730 (2015).

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).

Cosgrove v. Citizens Auto Finance, 2011 WL 3740809, (E.D. Pa. Aug. 26, 2011)(granting final approval to repossession practices/Article 9 class settlement valued at over $10 million while finding that class counsel (Flitter and firm) "consistently presented excellent work to the Court.") *Id.* at *10.

McGee v. Continental Tire, 2007 WL 2462624 (D.N.J. Aug. 27, 2007) (Federal Jurisdiction over Magnuson-Moss Warranty Claims) *final class approval at* 2009 WL 539893 (DNJ, 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., 2004 WL 2966932 (E.D.Pa. Dec. 22, 2004)(final approval to $2.45M settlement in Identity Theft class action under Fair Credit Reporting Law).

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., 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).

Appointment(s) as Class Counsel

26. I have been approved as Class Counsel or co-counsel in the following cases (partial list):

(a) *Chipego v. Five Star Bank*, May Term, 2017, No. 02466 (Pa. CCP Phila Co. Sept. 30, 2021) (certifying repossession-notice class on contest).

(b) *Norman v. Trans Union, LLC*, 479 F. Supp. 3d 98 (E.D. Pa. Aug. 14, 2020), *pet. for permission to appeal denied*, No. 20-8033, 2020 WL 6393900 (3d Cir. Sept. 15, 2020) (certifying class on contest) (Fair Credit Reporting Act case).

(c) *Eastman v. TD Bank, N.A.*, NJ Super. No. OCN-L-002588-17 (order of final approval of class settlement dated Sept. 13, 2019) (UCC repossession notice case).

(d) *Good v. Nationwide*, 314 F.R.D. 141 (E.D. Pa. 2016) (FDCPA case).

(e) *Saxe v. First National Bank*, Lackawanna Co. CCP No. 13-4438 (Final Approval dated May 31, 2017) (Repossession/Article 9 case).

(f) *Harlan v. Transworld Systems, Inc.,* 302 F.R.D. 319 (E.D. Pa 2014) (FDCPA class case, preliminary, then final approval)(GP)

(g) *Durr v. Rochester Credit Center, Inc.,* 2012 WL 2130953 (E.D. Pa. June 5, 2012) (class settlement approved Mar. 5, 2013) (FDCPA class case) (EL).

(h) *Cosgrove v. Citizens Auto. Fin.*, 2011 WL 3740809 (E.D. Pa. Aug. 25, 2011)(approval of class settlement in defective repossession notice case under Pa. UCC) (BMS).

(i) *Hartt v. Flagship Credit Corp.,* U.S.D.C. E.D. Pa. No. 10-cv-0822(Final judgment and order of dismissal dated Apr. 5, 2011)(class settlement of defective repo notice case under Texas law).

(j) *McCall v. Drive Fin. Servs.*, 236 F.R.D. 246 (E.D. Pa. 2006) (certifying FDCPA class on contest, appointing Flitter firm as Class Co-Counsel).

(k) *Rosenau v. Unifund,* 646 F.Supp.2d 743 (E.D. Pa. 2009)(class approval after remand from Court of Appeals, 539 F.3d 218) (3d Cir. 2008)(consumer credit case);

(l) *McCall v. Drive Fin.*, 2009 WL 8712847 (Phila. CCP Apr. 10, 2009)(certifying UCC repo-notice class on contest)

(m) *McGee v. Continental Tire*, U.S.D.C. DNJ 2:06-cv-6234(GEB) *final class approval at* 2009 WL 539893 (D.N.J. March 4, 2009)(Magnuson Moss Warranty Act class case);

(n) *Davis v. Riddle*, U.S.D.C. E.D. Pa. 07-cv-0284 (LDD), 2008 WL 4388001 (E.D. Pa. Sept. 22, 2008) (FDCPA class action);

(o) *Weinstock v. Inovision*, U.S.D.C. E.D. Pa. No. 05-cv-6392(LDD) (Final Approval June 13, 2007, Doc. 54)(FDCPA Class Action);

(p) *Pozzuolo v. NCO*, U.S.D.C. E.D. Pa. No. 07-cv-1295(PBT)(Final Approval Oct. 6, 2008, Doc. No. 41)(FDCPA class action).

(q) *Rosenberg v. Academy Collection*, U.S.D.C. E.D. Pa. No. 04-cv-5585 (JP) (March 31, 2006) (FDCPA class, certified then settled);

(r) *Ciccarone v. B.J. Marchese,Inc.*, 2004 U.S. Dist. Lexis 26489 (E.D. Pa. Dec. 14, 2004) (Identity theft class action under Fair Credit Reporting Act, certified, later settled) ("Counsel for plaintiffs are commercial litigation attorneys from two different law firms with substantial experience in prosecuting and managing class actions. They are competent, well-qualified and conducted the litigation with forthrightness and vigor." *Id.* at *11).

27. I have represented defendant(s) in class actions in the following cases (partial list)

(a) *Black v. The Premier Co.,* U.S.D.C. E.D. Pa. 01-cv-4317 (JMK) 2002 U.S. Dist. Lexis 17165 (Title VII employment action; class certification refused)

(b) *McKowan Lowe & Co. Ltd v. Jasmine Ltd.*, U.S.D.C. D.NJ. 96-cv-2318 (JR) (securities fraud claim; class certification refused), Later proceeding at *McKowan Lowe & Co. v. Jasmine Ltd.*, 295 F.3d 380 (3rd Cir. 2002) (order vacated and remanded, class certified).

Litigation of the Instant Case

28. I, along with Andrew M. Milz and Jody Thomas López-Jacobs of my firm, have been counsel for Plaintiffs and the Class since the inception of this case. Feinstein Doyle Payne & Kravec, LLC and Sabatini Freeman, LLC are co-counsel.

29. *Counsel's knowledge of the applicable law*: I believe I can fairly say that I possess a thorough and in-depth knowledge of the law of repossessions and Article 9 of the UCC. I have lectured on Consumer Law matters for over twenty (20) years, and have lectured in over fifty (50) venues and sessions throughout the United States. These have, in the main, been CLE trainings provided for lawyers at various state and local bar associations. I have also presented at many regional and national conferences sponsored by the American Bar Association ("ABA"), The Practicing Law Institute, ("PLI") The National Consumer Law Center ("NCLC"), the Pennsylvania Bar Institute ("PBI") and other professional organizations. I have lectured for lay and educational groups such as symposia of other law professors. I have taught the law of repossession and class action in my Consumer Law and Litigation class at Widener University – Delaware Law School and at Temple University Beasley School of Law. I have also been asked to, and have delivered guest lectures on consumer law at several leading law schools in the United States and, on occasion, outside the United States. I have also gained substantial knowledge from our previous handling of dozens of UCC repossession notice cases, both class and individual.

30. My firm has a great deal of experience in the litigation of repossession class actions. We have prosecuted these cases in the Courts of Common Pleas and federal courts in Pennsylvania. I also serve on the Pennsylvania Bar Association's UCC Article 9 Standing Committee that addresses legislative issues under Article 9. I have taught the law of repossession at

Widener Delaware Law School and Temple (Beasley) Law School as part of the consumer law curriculum.

31. Co-counsel Feinstein Doyle Payne & Kravec, LLC and Sabatini Freeman, LLC are established local firms with substantial experience representing litigants in hundreds of consumer and debtor-creditor litigation matters, including class actions.

32. ***Brief History of the Litigation***. This matter was litigated on contest for over 2 ½ years. Plaintiffs propounded written discovery requests. The Credit Union produced hundreds of pages of consumer file documents, which we reviewed in detail and catalogued, allowing Plaintiffs to gauge class size, prospective damages, and potential defenses. Both sides have compiled spreadsheets listing important account details of class member accounts. Plaintiffs deposed the Clearview's Director of Resolutions, Jennifer Anderson, about the form notices used, the consumer nature of subject accounts, and the maintenance of files.

This discovery allowed Plaintiffs to determine the amount of classwide statutory damages potentially available, any claimed auto loan deficiency amounts claimed, and other relevant information even before the close of discovery. The parties reached a settlement in principle in 2021, and thereafter spent months negotiating the specific terms before executing a final agreement.

33. ***The Settlement is Fair, Reasonable, and in the Best Interests of the Class***. This settlement is fair, reasonable, and in the best interests of the class. It provides for aggregate monetary relief of $4,018,101, which includes a cash fund of $1,250,000 and the complete elimination of approximately $2,768,101 in disputed auto loan deficiency balances claimed by Defendant. On top of this substantial monetary relief, Class Members will obtain valuable equitable-type relief in correction of their consumer credit reports. The expert declaration of Thomas Tarter, a career banking and credit professional is submitted herewith to speak to the benefits of the credit

repair benefit. The cash component is well within the range of settlements in similar UCC repossession notice class settlements in Pennsylvania. In my opinion, this is an excellent result, and a result that in some ways exceeds that available through a trial, assuming the matter would be certified as a class on contest, because settlement will provide cash and other relief now rather than at some indeterminate point in the future.

34. ***Representative Plaintiffs Pierre Cameron and Jason Starr***. The Settlement Agreement calls for Representative Plaintiffs Pierre Cameron and Jason Starr to each receive a class representative service award of $15,000 for acting as Representative Plaintiff. Plaintiffs have worked closely with counsel throughout the litigation, engaged in many phone conversations about the status of the case, kept abreast of litigation, and reviewed documents related to the case. Plaintiffs have generally gone out of their way to serve the best interests of the Class at their own risk and expense, and with a sacrifice of their personal time and energy. The result that Plaintiffs achieved is substantial by any measure. But for Plaintiffs' advocacy, the case could not have resulted in this substantial settlement affording class members meaning, tangible relief—cash relief, debt forgiveness averaging over $4,000 per loan, and credit repair—to hundreds of Pennsylvania consumers. In light of Plaintiffs' service to the Class and the results obtained as a result, it is the opinion of counsel that the requested class representative service award is fair, reasonable, and in line with comparable awards.

35. ***Class Counsel's Time and Resources***. My firm undertook and has handled this action on an entirely contingent fee basis. We invested our professional time, to the exclusion of other matters, and incurred substantial expenses in prosecuting this action without any assurance

of being compensated for our efforts. My firm has not been paid or reimbursed any amount since inception of this lawsuit in September 2019.

The firm has incurred $7,029.78 in litigation expenses. These expenses reflect costs for court filing fees, service costs, court reporting charges, document copying, brief binding, bulk postage, legal research, expenses, translation services, and other small miscellaneous expenses. These expenses were necessary to Class Counsel's success in achieving the settlement in seeking court approval, they were reasonable and appropriately incurred.

The firm has expended over 330 hours in aggregate time so far prosecuting this case on behalf of the Class. A large portion of the attorney time was devoted to briefing of the preliminary objections, reviewing and cataloging copious discovery documents and data, deposing Defendant's corporate witness, and researching substantive legal issues in the case. Class Counsel has been communicating with the administrator regarding notice and administration. Additional time was spent drafting, negotiating, and redrafting settlement documents (the agreement, proposed orders, and class notice), the motion for preliminary approval, and the instant motion for final approval.

The time to date does not include finalizing the instant briefing, nor preparation for and attendance at the final fairness hearing, nor post-settlement compliance and Class Member issues. Post-approval time can reasonably be expected. If recent experience is any indication of the post-approval work to follow in this case, Class Counsel can expect to deal with future phone calls and letters from Class Members, their family or lawyers related to nonreceipt of—or incorrectly made-

out—checks, co-borrower/co-payee issues, credit reporting that had not yet been corrected, judgments of record that need to be satisfied, ongoing (if rogue) collection efforts, and the like.

I certify that the foregoing is true and correct, 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: 10/14/2022

/s/ Cary L. Flitter
CARY L. FLITTER

Exhibit 5

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

FILED
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OF COURT RECORDS
FAMILY DIVISION

MARY L. MEYER, on behalf of herself and all others similarly situated,

Plaintiff,

CLASS ACTION

NO. GD-13-024884

v.

NORTHWEST SAVINGS BANK

Defendant.

ORDER FOR FINAL JUDGMENT AND DISMISSAL

WHEREAS, Mary L. Meyer, (the "Class Representative" or "Plaintiff") on behalf of herself and the Class Members, and Northwest Savings Bank ("NWSB"), 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");[1]

WHEREAS, the Court on October 17, 2016 entered an Order Preliminarily Approving the Settlement ("Preliminary Approval Order");

WHEREAS, on December 22, 2016, beginning at 11:00 a.m. in Courtroom 814, 414 Grant Street, Pittsburgh, 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 Plaintiff's application for a Class

COURT OF COMMON PLEAS
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[1] Capitalized terms not defined herein shall have the meaning set forth in the Class Action Settlement Agreement and Release.

Representative service award and Class Counsel's petition for 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 incentive award, and Class Counsel's request for an award of Class Counsel fees, costs and expenses;

WHEREAS, there have been zero (0) objections to the settlement and one (1) opt-out was received, on behalf of Linda K. Colin and Harold N. Colin who is deceased. They are excluded from and not bound by the settlement.

THE COURT HEREBY FINDS, ORDERS AND ADJUDGES THAT:

1. **Notice to the Class**: Notice to the Class 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 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 Mary L. Meyer, as representative of the Class, fairly and adequately represents 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.

3. **Adequacy of Class Counsel**: Cary L. Flitter and Andrew M. Milz of the law firm of Flitter Milz, P.C. and James Pietz of the law firm of Feinstein, Doyle, Payne and Kravec, LLC fairly and adequately represent 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.

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 $5,000.00.

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, complete forgiveness of Deficiency Balances claimed due in the approximate amount of $3.6 million, and equitable-type relief including correction of consumer credit reports of Class Members as provided in the Class Action Settlement Agreement well exceeds the $950,000.00 cash component of the settlement.

Class Counsel's fee request in the sum of $380,000.00 is approved as fair and reasonable considered in light of all 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 explained, were reasonable and necessary for

effective prosecution of the case. Such expenses are approved in the requested sum of $20,000.00. Fees and expenses are to be paid out of the Settlement Fund.

6. **Dismissal and Related Matters**:

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

b. Plaintiff, on her 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, in any forum, including but not limited to any state or federal court, any Settled Claim as defined in the Settlement Agreement.

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 motor vehicle installment sale contracts at issue. NWSB is hereby enjoined from any further attempts to collect monies from Class Members on covered contracts. Notwithstanding the foregoing, this Release shall not apply to any Class Member who reinstated his contract or reclaimed and/or obtained the return of his vehicle following repossession and/or who does not have a Deficiency Balance.

d. In light of the Notice given to the Class Members, the 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 Neighborhood Legal Services Association of Pittsburgh as *cy pres* beneficiary. All residual funds remaining after distribution of the Settlement

Fund to Class Members, as called for in the Settlement Agreement, and payment of Class Counsel fees and costs shall be distributed by the Settlement Administrator accordingly: (A) 50% to Pennsylvania Interest on Lawyers Trust Account ("IOLTA") pursuant to Pa. R. Civ. P. 1716, eff. July 1, 2012, and (B) the remaining fifty (50%) to Neighborhood Legal Services Association of Pittsburgh as ~~*cy pres* on behalf of the class~~. The ~~*cy pres* fund shall be used for consumer purposes~~ as set forth in the ~~Class Action Settlement Agreement, ¶ 3.05~~.

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 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 "6"

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

PIERRE CAMERON, JASON STARR, individually and on behalf of all others similarly situated, Plaintiffs, v. CLEARVIEW FEDERAL CREDIT UNION Defendant.	CLASS ACTION NO. GD-19-012804

CERTIFICATION OF ANDREW M. MILZ IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS, AND ATTORNEY FEES AND EXPENSES (UNCONTESTED)

I, ANDREW M. MILZ, certify the following to be true and correct:

1. I am an adult individual, a member of the bar of this Court in good standing, and counsel for Plaintiffs Pierre Cameron, Jason Starr and the putative Classes in the above-captioned action. This Certification is submitted in support of Plaintiffs' Motion for Final Approval of Class Action Settlement, Service Awards to Representative Plaintiffs, and Attorney Fees and Expenses (Uncontested).

2. **Biography**. I am an attorney at the Flitter Milz, P.C. firm with Pennsylvania offices in suburban Philadelphia and Scranton, as well as offices in Cherry Hill, New Jersey and Rye Brook, New York. Prior to the establishment of Flitter Milz in November 2015, the firm was known as Flitter Lorenz, PC. Prior to the establishment of Flitter Lorenz on April 1, 2012, I was an associate at the Lundy, Flitter, Beldecos & Berger, P.C. law firm since April 2008, where I practiced consumer protection law. Prior to that, I was a law clerk at the Lundy Flitter firm and the Philadelphia consumer class action and securities firm Donovan Searles, LLC.

3. I am admitted to practice and a member in good standing before the courts of the Commonwealth of Pennsylvania (2008) and State of New Jersey (2008), the United States District Courts for the Eastern District of Pennsylvania (2008), Middle District of Pennsylvania (2012), Western District of Pennsylvania (2017), District of New Jersey (2008), and Central District of Illinois (2020), as well as the United States Court of Appeals for the Third Circuit (2008). Additionally, I have been admitted *pro hac vice* in consumer protection matters in numerous state and federal courts around the country.

4. I am a January 2008 graduate of Temple University School of Law, evening division. While at Temple, I was awarded distinctions for brief writing and outstanding oral advocacy in Temple's Integrated Trial Advocacy Program. I was Executive Editor of the Temple Political and Civil Rights Law Review.

5. I hold a Master of Arts degree in English Literature from the University of Scranton and a Bachelor of Arts in English, *cum laude*, from King's College.

6. I am a graduate of the Gerry Spence Trial Lawyers College in Dubois, WY.

7. I have been a member of the National Association of Consumer Advocates since 2008.

8. On June 1, 2022, Community Legal Services of Philadelphia honored my firm and me at its annual Breakfast of Champions, presenting the firm with an Equal Justice Award, recognizing our excellence in consumer protection law and the assistance we have given to low-income Philadelphians and consumers across Pennsylvania.

Publications

9. I am a contributing author to CAROLYN CARTER, ET. AL, REPOSSESSIONS, National Consumer Law Center (10th ed. 2021). I am a contributing author to CAROLYN CARTER, ET.AL,

PENNSYLVANIA CONSUMER LAW, Geo. Bisel Pub. Co. (2002 ed., 2021 Supplement), for which I am lead author and edit the chapter "Odometer Fraud" and co-author chapters "Repossessions" and "Attorney Fees in Consumer Litigation." I am also a contributor to ROBERT HOBBS, ET. AL, CONSUMER LAW PLEADINGS, National Consumer Law Center (19th ed., 2013) (Federal Odometer Act, consumer arbitration agreements) and SHELDON & CARTER, ET. AL, FEDERAL DECEPTION LAW, National Consumer Law Center (2d ed., 2016, companion website 2017) (Telephone Consumer Protection Act).

10. I have had articles published in peer-reviewed journals in two disciplines, literature and law. As for legal publications, I am the author of *But Names Will Never Hurt Me?*, 16 Temp. Pol. & Civ. Rts. L. Rev. 283 (2006); co-author of *Coverage, Consumer Rights and Remedies Under the Fair Debt Collection Practices Act*, PBI No. 2016-9436, Pennsylvania Bar Institute (2016); and *Basics of the Fair Credit Reporting Act*, PBI No. 2014-8241, Pennsylvania Bar Institute (2014); and author *Guiding the Jury on an Unlikely Road to Justice*, The Warrior, Magazine of the Trial Lawyers College (Winter 2021 ed.).

11. I have been published or quoted on consumer issues in local and national legal publications, including The Legal Intelligencer, New Jersey Law Journal, and Law360. I have been interviewed for stories by ABC News (solar fraud) and NPR (robocalls). Recent appearances in mainstream publications include Salon ("*A Major Player in Solar Energy Leaves Some Customers Seething,"* May 9, 2020, https://www.salon.com/2020/05/09/a-major-player-in-solar-energy-leaves-some-customers-seething_partner/), Consumer Reports ("*Why the Pandemic May Be Hurting Your Credit Score,"* Feb. 3, 2021, https://www.consumerreports.org/credit-scores-reports/why-the-pandemic-may-be-hurting-your-credit-score/); and Bankrate ("*How to Dispute a Credit Card Charge,"* Apr. 9, 2021, https://www.bankrate.com/finance/credit-cards/disputing-a-

credit-card-purchase/); Kiplinger's, *"Repo Risk: Beware Illegal Car Repossessions,"* June 13, 2022, https://www.kiplinger.com/personal-finance/shopping/cars/604793/repo-risk-beware-illegal-car-repossessions.

Lectures & Presentations

12. In 2022, I presented *Handling Cases Post-Judgment: Tips and Strategies for an Effective Outcome* at the National Association of Consumer Advocates' Spring Training Conference in Phoenix, AZ on May 12, 2022; *Effective Use of Discovery in FDCPA Cases* at the National Consumer Law Center's FDCPA Conference in Orlando, FL on April 26, 2022; *Complying with the Fair Debt Collection Practices Act (FDCPA)* for the New Jersey Institute for Continuing Legal Education (NJICLE) on April 19, 2022 via virtual webinar.

13. During the pandemic, presentations were virtual. In 2021, I was Co-Chairperson of the National Association of Consumer Advocates (NACA) "Spring Training" Conference, which was held virtually. At that conference, I presented *Best Practices in Auto Trials and Arbitration* on April 13, 2021. In 2020, I presented *The Dark Side of Solar: Fraud, PACE and Home Improvement Loan Scams* at the National Consumer Law Center's annual Consumer Rights Litigation Conference (virtual webinar) on November 9, 2020; and *Damages in Fair Credit Reporting Act Cases* for the National Association of Consumer Advocates' Spring Training on May 15, 2020 (virtual webinar).

14. In 2019, I gave two presentations at the National Consumer Law Center's annual conference in Boston, MA on November 14-17, 2019: *Effective Use of the TCPA for Individual Cases Challenging Debt Collection Harassment* and *Repossessions: FDCPA Claims, Breach of the Peace, and Big Verdicts*; participated in the *CFPB Community Roundtable on the FDCPA* with Director Kathy Kraninger in Philadelphia, PA on May 6, 2019; co-moderated *Trial Skills*

Workshop, at the National Association of Consumer Advocates Fair Credit Reporting Act Conference in Long Beach, CA on May 1-2, 2019; presented *Repossession Law Developments 2019: SCOTUS Weighs-in, Breach of the Peace, and Big Verdicts* at the annual meeting of the National Association of Consumer Advocates, Pennsylvania Chapter, in Philadelphia on April 5, 2019; and *So You Want to Be a Lawyer,* at the "Looking Forward" Conference on March 23, 2019 at Misericordia University, Dallas, PA.

15. In 2018, I presented *Military Consumer Justice Project 2018* to JAGs at the legal assistance offices at U.S. Military Joint Base McGuire-Dix-Lakehurst in Wrightstown, NJ on November 15, 2018 and at Dover Air Force Base in Dover, DE on November 16, 2018; and *Abusive Attorney Collection Practices* and *FDCPA Defensive Strategies (Part 1)* at the National Consumer Law Center's Fair Debt Collection Practices Conference on March 19-20, 2018 in Chicago, IL.

16. In 2017, I was invited to present *Maximizing the Value of Individual TCPA Cases* at the National Consumer Law Center's Consumer Rights Litigation Conference on November 17, 2017 in Washington, DC; *The Legal Process: From Collection to Lawsuit,* on June 27, 2017 at Mount Airy USA, Philadelphia, PA; *Affirmative Consumer Law Claims in your Client Files Right Now*, on May 24, 2017 at the Wilkes-Barre Law and Library Association, Wilkes-Barre, PA and on July 20, 2017 at the Tioga County (Wellsboro, PA) and Lycoming County (Williamsport, PA) Bar Associations; *Turn the Tables: Affirmative Consumer Law Claims Arising from Debt Collection* on March 30, 2017 at North Penn Legal Services' Annual Conference at Marywood University, Scranton, PA; *Maximizing the Value of Individual TCPA Cases* at the National Consumer Law Center's Fair Debt Collection Practices Training Conference on March 28, 2017

in New Orleans, LA; *So, You Want to Be a Lawyer* at the "Looking Forward" Conference on March 11, 2017 at Luzerne County Community College, Nanticoke, PA.

17. In 2016, I presented *Claims Spotting in Repossessions and Auto Loan Collections* at the National Consumer Law Center's Fair Debt Collection Practices Training Conference on March 11, 2016 in Miami, FL; *What it Takes to Be a Lawyer and Live a Happy Life* at the "Looking Forward" Conference on March 19, 2016 at Penn State University, Wilkes-Barre Campus; and I was course planner, author and presenter of *PBI's Evolving Issues in Fair Debt Collection: FDCPA, TCPA and Beyond* in Philadelphia (and simulcast) on June 20, 2016.

18. In 2015, I co-presented *Ethical Issues Presented by Individual and Class Action Retainer Agreements* at the National Consumer Law Center's Fair Debt Collection Practices Training Conference on March 13, 2015 in Washington, DC; presented *A Consumer Litigator's Guide to Clients' Use of Social Media* at the 9th Annual meeting of the National Association of Consumer Advocates, Pennsylvania Chapter, at Temple University School of Law on March 20, 2015; co-presented *Military Consumer Law Readiness Project* on June 17, 2015 at U.S. Military Joint Base McGuire-Dix-Lakehurst, in Burlington County, NJ; presented *Consumer Debt Collection* on November 4, 2015 at the 71st Annual Legal Assistance Course at the U.S. Judge Advocate General's Legal Center and School, in Charlottesville, VA; and co-presented *Breach of the Peace: Police Involvement in Repossessions* on November 12, 2015 at the National Consumer Law Center's Consumer Rights Litigation Conference in San Antonio, TX.

19. In 2014, I was a course planner, author and presenter of PBI's Primer on the Fair Credit Reporting Act on June 6, 2014 in Philadelphia and June 12, 2014 in Mechanicsburg, PA (simulcast); presented *Significant Consumer Decisions in the Past Six Months,* at the 8th Annual meeting of the National Association of Consumer Advocates, Pennsylvania Chapter at Villanova

University School of Law on March 21, 2014; and *ID Theft Statutes & Consumer Remedies* at PBI's Identity Theft CLE program in Mechanicsburg, PA, on March 10, 2014.

20. In 2013, I was a course planner, author and presenter of PBI's Primer on the Fair Debt Collection Practices Act on June 6, 2013 in Philadelphia. Additionally, I presented *Effective Fee Petitions* at the 7th Annual meeting of the National Association of Consumer Advocates, Pennsylvania Chapter in Philadelphia on March 22, 2013, *Fraud and Deception: State UDAP Statutes* on March 4, 2013 at Temple University Beasley School of Law, and *Predatory Lending and Truth in Lending Act Rescission* on October 30, 2013 at Widener University Delaware School of Law.

21. In 2012, I presented the following lectures: *Consumer Law Triage* on November 13, 2012 at North Penn Legal Services in Wilkes-Barre, PA; *Discovery and Trial in the Consumer Protection Case* on October 24, 2012 at Widener University Delaware School of Law, and *Trial of the Consumer Protection Case* on March 26, 2012 at Temple University Beasley School of Law.

22. In 2011, I co-presented *Repossessions and Defending the Deficiency Suit* at the 5th Annual meeting of the National Association of Consumer Advocates, Pennsylvania Chapter, on March 18, 2011 at Widener University School of Law in Harrisburg, PA (with Professor Juliette Moringiello); and *Military Consumer Law Readiness Project* on November 2, 2011 at U.S. Military Joint Base McGuire-Dix-Lakehurst, in Burlington County, NJ.

Litigation Experience

23. At the Flitter Milz firm, I primarily practice in the area of consumer protection law. I represent consumers individually and in class actions.

24. Consumer Law Trials. I have represented plaintiffs in over two dozen consumer protection trials, including four federal jury trials: *Hyman v. Devlin*, U.S.D.C. W.D. Pa. No. 18-

0089 (Gibson, J.) (civil rights law in the context of a vehicle repossession; punitive damage verdict); *Singleton v. Universal Credit Services, et. al*, U.S.D.C. E.D. Pa. No. 14-cv-06380 (Pappert, J.) (Fair Credit Reporting Act); *Wise v. Americredit Fin. Servs., Inc.*, U.S.D.C. E.D. Pa. No. 09-cv-00102 (Robreno, J.) (Fair Credit Reporting Act, Pennsylvania's Uniform Commercial Code, Fair Credit Extension Uniformity Act); *Cappuccio v. Prime Capital Funding*, U.S.D.C. E.D. Pa. No. 07-cv-04627 (Sánchez, J.) (Truth in Lending Act, Equal Credit Opportunity Act, Pennsylvania's Unfair Trade Practices and Consumer Protection Law; punitive damage verdict).

I have also tried three federal bench trials (FDCPA, FCRA, Pennsylvania's UCC, UTPCPL), seven E.D. Pa. Loc. R. 53.2 federal court arbitrations on matters arising under consumer protection statutes (*e.g.*, Truth in Lending, Fair Credit, Fair Debt, Electronic Funds Transfers Act, Pennsylvania's UCC, UTPCPL), ten state court bench trials (eight defending consumer debtors in collection cases, one auto fraud case, and one defending propriety of class settlement distributions (*Coates v. Settlement Administrator*, Del. Co. 2012)), numerous state court and private arbitrations, two preliminary injunction hearings (one state, one federal), and successfully tried the evidentiary hearing in what the Chief Judge for the U.S. Bankruptcy Court for the Eastern District of Pennsylvania called "one of the most egregious instances of a bad faith filing that the Court has been witness to in over 17 years." *In re Hansen*, No. 11-10472-SR (Bkrtcy. E.D. Pa. bench ruling dated June 7, 2011) (Raslavage, C.J.) (unraveling sophisticated accounting scam to recover $1M in stolen insurance proceeds).

25. Consumer Law Appeals. I have been counsel or co-counsel of record in numerous appeals involving novel and important consumer law issues, including:

a. *Cappuccio v. Prime Capital Funding LLC*, 649 F.3d 180 (3rd Cir. 2011) (Truth in Lending Act);

b. *Lesher v. Law Offices of Mitchell N. Kay, PC*, 650 F.3d 993 (3rd Cir. 2011), *cert. den.* 565 U.S. 1185 (2012) (Fair Debt Collection Practices Act);

c. *Jackson v. Midland Funding, LLC*, 468 Fed. Appx. 123 (3d Cir. 2012) (Fair Debt Collection Practices Act);

d. *Edmonson v. Lincoln Nat. Life Ins. Co.*, 725 F. 3d 406 (3d Cir. 2013) *cert. den.* 572 U.S. 1114 (2014) (ERISA, class action);

e. *Gager v. Dell Fin. Servs.*, 727 F. 3d 265 (3d Cir. 2013) (Telephone Consumer Protection Act);

f. *Cubler v. Trumark Fin. Credit Union,* 83 A.3d 235 (Pa. Super. Ct. 2013) (Article 9 of Pennsylvania's UCC, class action);

g. *Douglass v. Convergent Outsourcing,* 765 F.3d 299 (3d Cir. 2014) (Fair Debt Collection Practices Act, class action);

h. *Rodriguez v. Fulton Bank, N.A.,* 108 A.3d 100 (Pa. Super. Ct. 2014) (table), *alloc. den.* 112 A.3d 654 (Pa. Mar. 11, 2015) (table) (forced arbitration, class action);

i. *Grimes v. Enterprise Leasing Co. of Phila. LLC,* 105 A.3d 1188 (Pa. 2014) (amicus counsel, PA Unfair Trade Practices and Consumer Protection Law);

j. *Daniels v. Hollister Co.,* 113 A.3d 796 (N.J. App. Div. 2015) (affirmance of trial court's class certification in consumer gift-card case);

k. *Bock v. Pressler & Pressler, LLP*, 658 Fed. Appx. 63 (3d Cir. 2016) (Fair Debt Collection Practices Act, constitutional standing), *judgment re-entered upon remand at* 254 F. Supp. 3d 724 (D.N.J. 2017);

l. *Schultz v. Midland Credit Management,* 950 F. 3d 159 (3d Cir. 2018) (Fair Debt Collection Practices Act, class action);

m. *Goffe v. Foulke Mgmt.,* 208 A.3d 859 (N.J. 2019) (amicus counsel, forced arbitration);

n. *Hyman v. Devlin,* 826 Fed. Appx. 244 (3d Cir. 2020) (Section 1983 of Civil Rights Act in context of vehicle repossession);

o. *Knight v. Vivint Solar,* 243 A.3d 956 (N.J. App. Div. 2020) (forced arbitration); *cert. den.* 246 N.J. 222 (N.J. 2021);

p. *Zentner v. Brenner Car Credit*, 273 A.3d 1033 (Pa. Super. Ct. Feb. 8, 2022) (table) (class action; forced arbitration).

26. Certified Class Counsel in Consumer Cases. In my time at the Flitter Milz firm, I have been co-counsel of record in over two dozen consumer class actions, and named as class counsel in the following:

a. *Chipego v. Five Star Bank*, Phila. Co. Pa. CCP, May Term 2017, No. 02466 (Order and Opinion granting Class Certification on contest, dated Sept. 30, 2021).

b. *Mwangi v. Service 1st Fed. Credit Union*, Luzerne Co. Pa. CCP, No. 2019-792 (Order Certifying Settlement Class, dated July 16, 2021).

c. *Norman v. TransUnion, LLC,* 479 F. Supp. 3d 98 (E.D. Pa. 2020), *appeal den.* 2020 WL 6393900 (3d Cir. Sept. 15, 2020) (class certification granted on contest) ("Norman's counsel has abundant experience litigating FCRA class actions");

d. *Schultz v. Midland Credit Management, Inc.,* 2020 WL 3026531 (D.N.J. June 5, 2020) (class certification granted on contest) (counsel "collectively have decades of experience litigating consumer class actions, including many brought under the FDCPA");

e. *Farley v. Pa. St. Employees Credit Union,* Phila. Co. Pa. CCP No. 1706-01889 (final approval dated May 19, 2020);

f. *Sharpe v. Midland Funding,* U.S.D.C. E.D. Pa. No. 16-cv-06256-JD (final approval of class settlement dated Oct. 15, 2019);

g. *Eastman v. TD Bank, NA,* N.J. Sup. Ct. Law Div. Ocean County: No. OCN-L-002588-17 (final approval of class settlement dated Sept. 13, 2019);

h. *McCalvin v. Condor Holdco Securitization Tr.,* 2018 WL 5816779 (E.D. Pa. Nov. 6, 2018) (final approval of class settlement);

i. *Huffman v. Prudential Ins. Co. of Am.,* 2018 WL 583046 (E.D. Pa. Jan. 29, 2018) (on contest, holding "class counsel 'possess the expertise to litigate this matter effectively, as evidenced by the quality, timeliness and professional nature of their work'");

j. *Benefield v. Essa Bancorp, Inc.,* Phila Co. Pa. CCP No. 1609-001381 (preliminary approval order dated Jan. 18, 2018)*;*

k. *Meyer v. Northwest Savings Bank*, Allegheny Co. Pa. CCP No. GD-13-024884 (Final Approval dated Dec. 22, 2016) (Wettick, J.);

l. *Calcagni v. First Commw. Fed. Credit Union,* Berks Co. Pa. CCP No. 14-5286 (Final Approval dated June 2, 2016);

m. *Good v. Nationwide Credit, Inc.*, 314 F.R.D. 141 (E.D. Pa. 2016) (final approval of class settlement, recognizing "substantial experience in consumer class action litigation and … [is] well qualified to represent the class");

n. *Harlacher v. Members First Fed. Credit Union,* Adams Co. Pa. CCP No. 13-SU-1260 (Final Approval dated Dec. 16, 2015);

o. *Rodriguez v. Fulton Bank, N.A.,* Berks Co. Pa. CCP No. 13-3748 (Preliminary Approval dated Dec. 18, 2015);

p. *Richards v. Client Servs. Inc.,* 2015 WL 5836274 (M.D. Pa. Oct. 5, 2015) (class settlement);

q. *Vidra-Miller v. Midland Credit Management,* U.S.D.C. E.D. Pa. Doc. No. 13-CV-01847 (Final Judgment and Order of Dismissal dated Sept. 23, 2015);

r. *Brennan v. Community Bank, N.A.*, U.S.D.C. M.D. Pa. Doc. No. 13-CV-02939 (Order appointing Class Counsel dated July 6, 2015);

s. *Douglass v. Convergent Outsourcing*, U.S.D.C. E.D. Pa. Doc. No. 12-1524 (Final Judgment and Order of Dismissal dated June 12, 2015);

t. *Hockenberry v. People First Fed. Credit Union*, Lehigh Co. Pa. CCP No. 2014-C-1580 (Preliminary Approval dated May 5, 2015);

u. *Sheridan v. Pa. Auto Credit, Inc.,* Phila Co. Pa. CCP No. 1403-000013 (Preliminary Approval dated May 6, 2015);

v. *Cubler v. Trumark Fin. Credit Union.,* Phila Co. Pa. CCP No. 1204-01800 (Preliminary Approval dated Jan. 12, 2015);

w. *Harlan v. Transworld Sys., Inc.*, 302 F.R.D. 319 (E.D. Pa. 2014) (class settlement);

x. *Daniels v. Hollister Corp.,* N.J. Super. Ct. Ocean Co. No. OCN-L-2310-12 (certification order dated Feb. 6, 2014) (on contest), *aff'd* 440 N.J. Super. 359 (App. Div. 2015);

y. *Spry v. Police & Fire Fed. Credit Union,* Phila CCP Pa. No. 1109-000007 (Final Approval dated Oct. 8, 2013);

z. *Haggerty v. Citadel Fed. Credit Union*, Phila Co. Pa. CCP No. 1101-3725 (Final Approval dated July 10, 2013);

aa. *Simonson v. Am. Heritage Fed. Credit Union*, Phila Co. Pa. CCP No. 1110-3762 (Final Approval dated July 17, 2013);

bb. *Zawislak v. Beneficial Bank*, Phila Co. Pa. CCP No. 1103-3622 (Final Approval dated June 28, 2012);

cc. *Cosgrove v. Citizens Auto. Fin., Inc.*, 2011 WL 3740809 (E.D. Pa. Aug. 25, 2011) (class settlement);

dd. *Jones v. Client Services*, U.S.D.C. E.D. Pa. Doc. No. 10-0343 (Final Judgment and Order of Dismissal dated Feb. 25, 2011);

ee. *Hartt v. Flagship Credit Corp*, U.S.D.C. E.D. Pa. Doc. No. 10–822 (Final Judgment and Order of Dismissal dated Apr. 5, 2011);

ff. *Durr v. Rochester Credit Center*, U.S.D.C. E.D. Pa. Doc. No. 09-4232 (class certification order dated Jan 14, 2011);

gg. *Gregory v. NCO Financial Systems, Inc., et al.*, U.S.D.C. E.D. Pa. No. 07-CV-05254 (Final Judgment and Order of Dismissal dated Feb. 17, 2010); and

hh. *Rosenau v. Unifund Corp.,* 646 F. Supp. 2d 743 (E.D. Pa. 2009) (class settlement).

I certify that the foregoing is true and correct, 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: 10/14/2022

/s/ Andrew M. Milz
ANDREW M. MILZ

Exhibit 7

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

PIERRE CAMERON, JASON STARR, individually and on behalf of all others similarly situated, Plaintiffs, v. CLEARVIEW FEDERAL CREDIT UNION Defendant.	CLASS ACTION NO. GD-19-012804

CERTIFICATION OF JODY THOMAS LÓPEZ-JACOBS IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS, AND ATTORNEY FEES AND EXPENSES (UNCONTESTED)

I, JODY THOMAS LÓPEZ-JACOBS, an attorney licensed to practice in this Court, do hereby certify and confirm:

1. I am an adult individual, a member of the bar of this Court in good standing, and counsel for Plaintiffs Pierre Cameron and Jason Starr and the putative Classes in the above-captioned action. This Certification is submitted in support of Plaintiffs' Motion for Final Approval of Class Action Settlement, Service Awards to Representative Plaintiffs, and Attorney Fees and Expenses (Uncontested).

2. I have been a member of the bar of this Court since 2015. I am admitted to the bars of the United States Court of Appeals for the Third Circuit, the Western District of Pennsylvania, the Middle District of Pennsylvania, and the District of New Jersey. I am also admitted to the bars of the Commonwealth of Pennsylvania and the State of New Jersey.

3. I began working at Flitter Milz as an Associate in September 2017. During my time at the firm, I have litigated several consumer class action cases, resulting in substantial

monetary and equitable relief for thousands of consumers. I have been selected as a Rising Star (2021 and 2022) and top-rated consumer law attorney by Super Lawyers.

4. Prior to working at Flitter Milz, I served as a Judicial Law Clerk for the Honorable Mark A. Kearney of the U.S. District Court for the Eastern District of Pennsylvania.

5. Before my judicial clerkship, I volunteered to teach in South America and served as both a law clerk and attorney for Friedman & Houlding, LLP, a civil rights law firm in New York, where my work involved solely federal litigation.

6. I graduated from Temple University Beasley School of Law in the top 10% of his class with *Magna Cum Laude* honors. Based on my academic performance, I was invited to join the Order of the Coif, a national honorary scholastic society.

7. During law school, I won 2nd place in a national writing competition overseen by the American Bar Association. I also served on the Editorial Board of the Temple Law Review as a Research Editor. In my third year of law school, I published original legal scholarship in the Temple Law Review.

8. My Curriculum Vitae is attached to this Certification. It sets forth a more detailed description of my publications, awards, and experience.

I certify that the foregoing is true and correct, 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: October 14, 2022

s/Jody Thomas López-Jacobs
JODY THOMAS LÓPEZ-JACOBS

JODY THOMAS LÓPEZ-JACOBS, ESQ.

EDUCATION

Temple University Beasley School of Law, Philadelphia, PA – Juris Doctor – May 2015 – Top 10%

Honors: Magna Cum Laude
Order of the Coif
Fellow, Rubin Public Interest Law Honor Society
Superior performance (S+) in Integrated Trial Advocacy Program

Awards: Nat N. Wolfsohn Memorial Award in Real Property
Beasley Scholarship Recipient

Activities: Editorial Board (Research Editor), Temple Law Review
Personal Advisor to a student accused of sexual assault, harassment, and stalking
Research Assistant, Professor Laura E. Little
Student Representative, Barbri

Millersville University, Lancaster, PA – B.A. Sociology – Minor in Government & Political Affairs – May 2011 – GPA: 3.84

Honors: Dean's List

Awards: Sociology/Anthropology Department Senior Award for Excellence
Drs. George F. and Helen A. '64 Stine Sociology Award

LEGAL EXPERIENCE

Flitter Milz, P.C., Narberth, PA **September 2017–Present**

Associate Attorney

– Litigating in federal and state courts under consumer rights statutes such as the FDCPA, FCRA, UTPCPL, and UCC.
– Contributing to annual supplements to the PENNSYLVANIA CONSUMER LAW treatise.
– Representing litigants pro bono in debt defense, landlord-tenant, and foreclosure defense cases.

U.S. District Courts for the Eastern and Western Districts of Pennsylvania, Philadelphia, PA **August 2016–August 2017**

Law Clerk for Judge Mark A. Kearney

– Overseeing an average of 40 civil/criminal cases situated in the Eastern, Western, and Middle U.S. Districts Courts of PA.
– Drafting orders and opinions resolving motions for summary judgment, motions to dismiss, motions in limine, motions for final approval of class action settlement, preliminary injunctions, temporary restraining orders, etc.
– Drafting orders and opinions in cases involving employment discrimination, constitutional violations, class actions, RICO claims, contract disputes, personal injury, IDEA claims, habeas corpus, social security disability, and the Federal Rules.

Servicio Nacional de Aprendizaje (SENA), Republic of Colombia **February 2016–June 2016**

English Teaching Fellow

– Taught English to more than seven classes of Colombian vocational school students.
– Prepared lesson plans, both collaboratively with coteachers and independently.

Friedman & Houlding, LLP, New York, NY **September 2015–January 2016**

Attorney

– Assisted on a race-based hostile work environment case filed by 37 plaintiff-employees against their employer in the E.D. Va.
– Prepared responses to interrogatories and requests for production of documents for 37 plaintiffs.

Philadelphia Housing Court, Philadelphia, PA **January 2015–May 2015**

Court-Appointed Mediator

– Assisted unrepresented landlords and tenants in resolving disputes in a free ADR diversion program (two disputes per week).
– Drafted written settlement agreements between the parties and explained the agreements to the parties.

United States District Court for the Eastern District of Pennsylvania, Philadelphia, PA **September 2014–May 2015**

Judicial Intern for Chief Judge Petrese B. Tucker

– Wrote opinions and researched issues to resolve summary judgment motions, attorney fee petitions, and other matters.

Sheller Center for Social Justice, Philadelphia, PA **September 2014–May 2015**

Certified Legal Intern

– Represented and counseled a non-English speaking worker in federal court for claims of unpaid wages and retaliation.

– Wrote a memorandum for a local nonprofit regarding the validity of class action waivers under the Federal Arbitration Act, an issue the U.S. Supreme Court granted certiorari on January 13, 2017 (*NLRB v. Murphy Oil USA, Inc.*, 16-307).

– Conducted a study and prepared a white paper on PA law enforcement practices regarding the issuance of ICE detainers.

United States District Court for the Eastern District of Pennsylvania, Philadelphia, PA **June 2014–September 2014**

Certified Legal Intern for the Supervision to Aid Reentry (STAR) Program (volunteer)

– Counseled individuals on supervised release regarding their traffic matters and other legal matters.

Galfand Berger, LLP, Philadelphia, PA **January 2014–August 2014**

Law Clerk

– Researched and wrote motions on topics including products liability, forum non conveniens, workers' compensation, etc.

– Prepared pleadings in PA state court, including a complaint for thirty-two plaintiff-employees who were not paid wages.

– Interviewed clients and prepared written case assessments.

Pennsylvania Innocence Project, Philadelphia, PA **January 2014–May 2014**

Clinical Intern

– Investigated the claim of innocence of an individual serving a life sentence for murder.

– Reviewed evidence and prepared a report analyzing the claim of innocence and discerning areas of possible future investigation.

– Researched and wrote arguments for motions involving DNA testing under the Pennsylvania Post Conviction Relief Act.

Superior Court of Pennsylvania, Philadelphia, PA **May 2013–August 2013**

Judicial Intern for Justice James J. Fitzgerald, III

– Wrote opinions and prepared legal memoranda on all manners of issues in civil and criminal appeals.

Triquetra Law, Lancaster, PA **May 2011–August 2012**

Litigation Paralegal

– Researched and wrote on topics including Title VII, the ADAAA, the ADEA, the FLSA, and 42 U.S.C. §§ 1981, 1983.

– Prepared administrative filings for the EEOC and PHRC, pleadings, motions, briefs, and discovery requests/responses.

– Interviewed new and existing clients, reviewed depositions, organized evidence for filing in court and for trial.

AWARDS

– Second place, American Bar Association Section of Labor & Employment Law Writing Competition, 2014

– Award Recipient, Judicial Internship Opportunity Program, 2013

PUBLICATIONS

– Jody Thomas López-Jacobs, *Storytelling Tips for Lawyers*, THE PENNSYLVANIA LAWYER (Sept./Oct. 2019)

– Jody Thomas López-Jacobs, *First But Not the Last: Judge Cathy Bissoon*, HOUSTON'S LEGACY (Pa. Bar Assoc. Spring 2019)

– COLE ET AL., A MOVEMENT AWAY FROM ICE DETAINERS IN PENNSYLVANIA (2015)

– Jody Thomas López-Jacobs, Comment, *Is There a Border Exception to the Exclusionary Rule?*, 87 TEMP. L. REV. 611 (2015)

– Jody López-Jacobs, *Who Owns the Tips?* (2014) (published on the College of Labor and Employment Lawyers website)

ADMISSIONS

– Pennsylvania (passed on first attempt)
– New Jersey (passed on first attempt)
– United States Court of Appeals for the Third Circuit
– United States District Court for the Eastern District of Pennsylvania
– United States District Court for the Middle District of Pennsylvania
– United States District Court for the Western District of Pennsylvania
– United States District Court for the District of New Jersey
– United States District Court for the Central District of Illinois

CLASS COUNSEL

– *Chipego v. Five Star Bank*, May Term, 2017, No. 02466 (Pa. CCP Phila Co. Sept. 30, 2021) (certified on contest).
– *Mwangi v. Service 1st Fed. Credit Union*, Luzerne Co. Pa. CCP, No. 2019-792 (class settlement).
– *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) (certified on contest).
– *Schultz v. Midland Credit Mgmt., Inc.*, No. 16-4415, 2020 WL 3026531 (D.N.J. June 5, 2020) (certified on contest).
– *Farley v. Pennsylvania State Employees Credit Union*, Phila., Pa. CCP, June Term, 2017, No. 0018189 (class settlement).
– *Eastman v. TD Bank*, Super. Ct. of NJ, Law Division – Ocean County, No. OCN-L-002588-17 (class settlement).
– *Mccalvin, et al. v. Condor Holdco Securitization Trust*, U.S.D.C. E.D. Pa. No. 17-1350 (class settlement).
– *Benefield v. ESSA Bancorp, Inc.*, Phila., Pa. CCP, September Term, 2016, No. 001381 (class settlement).

LECTURES/ PRESENTATIONS

– "New Trends in Identity Theft," NACA Spring Training, NATIONAL ASSOCIATION OF CONSUMER ADVOCATES (May 13, 2022).
– "Discovery Confidentiality," NATIONAL ASSOCIATION OF CONSUMER ADVOCATES (FEB. 22, 2022).
– "Repossessions: FDCPA Claims, Breach of the Peace, and Big Verdicts," The Consumer Rights Litigation Conference and Class Action Symposium, NATIONAL CONSUMER LAW CENTER (Nov. 16, 2019).
– "Protecting a Consumer's Rights," Financial Literacy & Entrepreneurial Empowerment Symposium, TEMPLE UNIV. (Sept. 29, 2017).

Exhibit 8

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

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

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

Plaintiffs,

v.

CLEARVIEW FEDERAL CREDIT UNION,

Defendant.

CLASS ACTION

NO. GD-19-012804

DECLARATION OF JAMES M. PIETZ

FILED ON BEHALF OF:
Pierre Cameron, Plaintiff
Jason Starr, Plaintiff

COUNSEL OF RECORD FOR THIS PARTY:

JAMES M. PIETZ
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CARLO SABATINI, Atty. I.D. #83831
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Dunmore, PA 18512
(570) 341-9000
carlo@bankruptcypa.com

Attorneys for Plaintiffs and the Classes

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

PIERRE CAMERON, individually and on behalf of all others similarly situated,	CLASS ACTION
JASON STARR, individually and on behalf of all others similarly situated, Plaintiffs,	NO. GD-19-012804
v.	
CLEARVIEW FEDERAL CREDIT UNION, Defendant.	

DECLARATION OF JAMES M. PIETZ

Pursuant to 28 U.S.C. § 1746, I, James M. Pietz, hereby declare as follows:

Background and Experience

1. I have been a member in good standing of the bars of the State of Illinois since 1988 and the Commonwealth of Pennsylvania since 1989. I am admitted to practice before the United States Supreme Court as well as the Second, Third, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and the District of Columbia Federal Circuit Courts of Appeal. I am also admitted to practice by the United States District Court for the Northern District of Illinois and the Western District of Pennsylvania.

2. I have been given the highest possible rating (AV) by the Martindale-Hubbell Law Directory.

3. I am a graduate of Marquette University (1982) and the Chicago-Kent College of Law (1987).

4. I am a member of the National Association of Consumer Advocates. https://www.consumeradvocates.org/.

5. I have practiced consumer class action law in the Pittsburgh area for the last 31 years.

6. I am currently a partner with the law firm of Feinstein Doyle Payne and Kravec, LLC. ("FDPK") (www.fdpk.com). I joined this firm as a partner on January 1, 2016 where my work focuses on representing consumers in class action litigation. A biography and background of FDPK is attached hereto as Exhibit A demonstrating the firm's experience in class action litigation.

7. Prior to joining FDPK, I practiced as the principal attorney at Pietz Law Office, LLC. From 2007 to 2015, this firm concentrated its practice in consumer protection and class action litigation. Before establishing this firm, I had been employed by the law firm of Malakoff, Doyle & Finberg, P.C. ("MDF") for 17 years from December 1989 until January 2007. MDF or its predecessors have been engaged in prosecuting class actions since 1972. Since 1990, I have concentrated my work in the prosecution of class actions in both state and federal jurisdictions around the United States.

8. After establishing Pietz Law Office in January 2007, I was appointed class action counsel in a number of consumer class actions, including cases brought under the Fair Credit Reporting Act. ("FCRA"). I was appointed class counsel in one of the first reported class certifications under the FCRA. *See Campos v. ChoicePoint Services, Inc*. 237 F.R.D. 478 (N.D.Ga. 2006) (noting that the action was one of the first cases to enforce the "file disclosure" requirement of the FCRA, and that my adequacy as class counsel was not an issue).

9. I successfully prosecuted other novel, precedent-setting class actions under the FCRA. *See, e.g., Gillespie v. Equifax*, 484 F.3d 938 (7th Cir. 2007) (finding Equifax violated the requirement that a file disclosure be "clear"). On remand the district court stated the following with respect to my adequacy as class counsel:

> Equifax does not challenge plaintiffs' contention that their lawyers are adequate to serve as class counsel because they have substantial class action experience and have handled many such cases in the Seventh Circuit and elsewhere. The Court has no doubt that plaintiffs' counsel will be able to litigate the case fairly and adequately on behalf of the proposed class.

Gillespie v. Equifax Info. Servs., LLC, No. 05 C 138, 2008 U.S. Dist. LEXIS 82483, at *13 (N.D. Ill. Oct. 15, 2008)

10. I was also lead counsel in a class action seeking to enforce the FCRA's requirements applicable to an employer's use of consumer reports to assess the qualifications of prospective employees. *Reardon v. Closetmaid Corp*., 2011 WL 1628041, at *1 (W.D. Pa. Apr. 27, 2011)(memorandum opinion granting class certification). *Reardon* involved an issue of first impression of whether an employer willfully violates the FCRA by incorporating a release or waiver of rights provision within the required disclosure/consent form to be signed by the prospective employer. *Reardon v. Closetmaid Corp*, 2013 WL 6231606, at *1 (W.D. Pa. December 2, 2013).

11. In *Rossini v. PNC Fin. Servs. Grp., Inc.*, No. 2:18-cv-1370, 2020 U.S. Dist. LEXIS 113242, at *24-25 (W.D. Pa. June 26, 2020) I was appointed class counsel for settlement purposes. With respect to my qualifications as Class Counsel the Court found:

> Plaintiffs' counsel are experienced class litigators who have served as lead counsel in many class action lawsuits, including FCRA class actions. *See, e.g., Campos v. ChoicePoint Servs., Inc.*, 237 F.R.D. 478 (N.D. Ga. 2006); *Gillespie v. Equifax*, 484 F.3d 938 (7th Cir. 2007); *Reardon*, 2011 U.S. Dist. LEXIS 45373, 2011 WL 1628041. Here, the quality of counsel's briefing, their successful coordination of the class notice process, and their compliance with the Court's scheduling orders have given no reason to question their competence. Thus, counsel's qualifications to represent the settlement classes are not [*25] in doubt.

12. The FDPK firm was appointed and worked as a member of the Plaintiffs' Steering Committee in *In Re Experian Data Breach Litigation,* 15-1592 (C.D. Cal.) where it is alleged that a data breach of a consumer reporting agency constitutes violations of the Fair Credit Reporting

Act. ("FCRA").

13. I was appointed class counsel in a consumer class action involving the alleged illegal forced placement of property insurance. *Wahl v. ASIC, 0*8-555 (N. D. Cal.). Pietz Law Office was co-counsel in an action, certified for settlement purposes, alleging the negligent supervision of a hospital employee *Hoyman v. UPMC* 12-16636 (Allegheny Cty. 2012). I have also been appointed in other cases raising similar allegations. *See Haluska v. Forbes, 0*5-09134 (Allegheny Cty, Pa.) and *Alwine v. SHEC,* GD 12-018715.

14. I was appointed class counsel for class settlement purposes in *David Neely Law, Inc. v. MRO Corporation,* GD No. 09-012911, a class action alleging that persons in Pennsylvania or their agents were overcharged in obtaining copies of their medical records by medical record reproduction companies. I am currently class counsel in other class actions alleging the same or similar claims. These cases include *Landay v. Healthport* GD-09- 012919; *Landay vs. UPMC Presbyterian Shadyside, Case* No. GD-09-012919; *Landay vs. IOD Corporation*, Case No. GD-09-012922; *Landay vs. Magee-Womens Hospital of University of Pittsburgh Medical Center*, Case No. GD-09-014785; *Landay vs. Healthport,* 09-012923.

15. Pietz Law Office was appointed Plaintiffs' Class Counsel for purposes of a settlement class in *Vincent v. Wolpoff & Abramson*, 08-423 (W.D.Pa. 2008).

16. In my prior work at MDF, I was principally responsible for the prosecution of seven actions involving the allegedly illegal sale and financing of campground timeshare interests. With respect to this litigation I was certified as class counsel in the following cases: *See Zaazouh v. Bank One, C.A.*, No. 89-145 (W.D. Pa. 1989); *Conley v. Bank One*, 4:91-CV-0251 (N.D. Ohio 1991); *Rudnik v. Cortland*, 1120 of 1990 C.D. (Fayette Cty. 1990); *Gogola v. FirstSouth*, No. 1121 of 1990 (Fayette County, Pa. 1990) and *McDonagh v. GEICO Financial*, 4:93 CV 1352 (N.D.

Ohio); *Isaak v. Trumbull Savings and Loan*, 4:93 CV 1121 (N.D. Ohio) and *Slentz v. Cortland*, C.A. 4:93 CV 1480 (N.D. Ohio 1993)

17. Additionally, I was principally responsible for handling the firm's prosecution of actions against Metropolitan Life Insurance Company alleging the fraudulent and deceptive sale of life insurance policies. *see, e.g., State ex. rel. Metropolitan Life v. Starcher,* 196 W.Va. 519, 474 S.E.2d 476 (1996); *Wolbert v. Metropolitan Life*, No. 95-0861 (W.D. Pa.); *Cope v. Metropolitan Life*, 82 Ohio St.3d 426, 696 N.E.2d 1001 (1998). These actions ultimately resulted in the national class settlement at *In Re: Metropolitan Life Insurance Sales Practice Litigation*, 1999 U.S. Dist. Lexis 22688, MDL No. 1091 (W.D. Pa).

18. I have also handled numerous appeals in the state and federal courts many of which involved significant, systemic issues in complex consumer class litigation. *Martin v. Franklin Capital,* 393 F.3d 1143 (10th Cir. 2004) (what standard applies under 28 U.S.C. § 1447 for awarding attorneys' fees and costs for defendants' erroneous removal); *Gayman v. Principal Life,* 311 F.3d 851 (7th Cir. 2002) (whether demutualization of life insurer pursuant to state law constitutes "state action" within the meaning of 42 U.S.C. § 1983.); *LaBarre v. Credit Acceptance,* 175 F. 3d 640 (8th Cir. 1999) (whether McCarren-Ferguson Act barred claim under RICO, 18 U.S.C. §1962(c)); *Stewart v. National Education Assoc.*, 05-7140 (D.C. Cir. 2006) (whether demutualization consideration attributable to a group life insurance policy must be held exclusively for the benefit of the insureds under the policy).

My Judgment That The Settlement Satisfies The Standards Of Fairness, Reasonableness And Adequacy

19. Based upon my background and experience in consumer class action litigation, it is my belief that the Settlement would satisfy the requirement that a class action settlement be fair, reasonable and adequate.

20. The proposed settlement was reached at a point in the litigation where the Parties have a clear understanding of the factual basis for the claims and defenses. This class action involved discovery including both class and merits discovery. Thousands of documents were produced and reviewed by the Parties. Plaintiffs have reviewed documents produced by Defendant relating to its policies, practices and procedures in connection with its assessment of attorneys' fees.

21. In my judgment, the Class Plaintiffs face risks that a jury would award less than that provided by this settlement. The Class Plaintiffs face a risk that an appellate could overturn any verdict obtained at trial and reverse the legal rulings made by this Court. Class Plaintiffs faced risks that the court could deny class certification.

22. The settlement, nonetheless, provides an assured return of an amount that a jury could reasonably award. The settlement therefore provides relief well within the range of relief that could be obtained at trial.

23. In my judgment, future proceedings would take a long time and would be costly. Future proceedings would include, class certification proceedings, a trial on the merits, possibly additional objections to class certification and, given the novel legal issues presented, an appeal to the Superior Court.

24. Given the legal and factual difficulties going forward and the fact that the settlement provides relief that could be obtained at trial it is my opinion that the settlement is fair, reasonable and adequate.

FDPK Attorney Fees And Costs

25. The FDPK firm, acting primarily as local counsel, reasonably expended 25.50 hours of attorney time and 8.5 of paralegal hours in the prosecution of this action.

26. This information is derived from and based upon the billing and accounting records and related material maintained by my firm and documented in the ordinary course of business. The information was assembled and prepared by my staff and reviewed by me. During my review I exercised billing judgment and reduced or excluded certain time entries and expenses.

27. FDPK's records also show that $ 1545.00 in costs were reasonably incurred in the prosecution of this action.

I declare under penalty of perjury that the foregoing is true and accurate.

Executed this 12th day of October, 2022, in Pittsburgh, Pennsylvania.

By: s/James M. Pietz
James M. Pietz
Pa. I.D. 55406
Feinstein, Doyle Payne & Kravec, LLC
429 Fourth Avenue, Suite 1300
Law And Finance Building
Pittsburgh, Pa. 15219
412-281-8400
jpietz@fdpklaw.com

EXHIBIT A

Feinstein Doyle Payne & Kravec LLC

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FEINSTEIN DOYLE PAYNE & KRAVEC, LLC
Class Action Practice

SUMMARY

Feinstein Doyle Payne & Kravec, LLC ("FDPK") is a dynamic plaintiff-side law firm focusing in class actions under the Employee Retirement Income Security Act ("ERISA"), the Labor Management Relations Act ("LMRA"), as well as consumer and insurance class actions. The firm is based in Pittsburgh, Pennsylvania.

HISTORY OF FIRM

Experienced ERISA and LMRA class action litigators Edward Feinstein, Ellen Doyle and William Payne founded the firm in 2007. Partner Joseph N. Kravec, Jr. joined the firm in 2010, bringing with him a wealth of experience litigating consumer and insurance class actions.

We are well-known throughout the country for bringing class actions challenging the termination or reduction of retiree health benefits to former union members, including representing UAW retirees in the litigation that established the health care trust funds for retired GM, Ford and Chrysler workers. Our attorneys also have been at the forefront of litigation to recover losses to participants in 401(k) plans and Employee Stock Ownership Plans ("ESOPs") from imprudent investments in employer stock. The firm also has been involved in representing public sector workers in cases to preserve pension and retiree health care benefits.

In addition to its class action practice, the firm represents individuals in employment litigation, unions in collective bargaining and litigation, and parents and students in educational law matters.

RETIREE HEALTH CLASS ACTIONS

Our attorneys have vast experience representing retired union workers whose health benefits have been cut or eliminated by their former employers. In his career, William Payne has litigated more than sixty such actions brought under ERISA and/or the LMRA.

The following is a sample of the retiree health class actions which our attorneys have handled:

PPG (2005-2019). FDPK attorneys Ellen Doyle, William Payne, Joel Hurt, Pamina Ewing, and Ruairi McDonnell litigated this sprawling and long-running case on behalf of retired workers from thirteen different PPG facilities in several states, ultimately settling the case in 2019.

Ampco-Pittsburgh Corporation (2017-2019). FDPK attorneys Pamina Ewing and Ruairi McDonnell litigated this retiree health class action to settlement on behalf of a group of retired steelworkers from Pennsylvania.

Babcock & Wilcox (2017 – 2018). FDPK attorneys Joel Hurt, Pamina Ewing and Ruairi McDonnell settled this retiree health class action on behalf of a group of retired steelworkers in Pennsylvania and Ohio.

Resolute Forest Products (2016 – 2018). FDPK attorneys William Payne, Joel Hurt, Pamina Ewing and Ruairi McDonnell settled this retiree health class action after defeating defendant's motion to dismiss. See Reynolds v. Resolute Forest Products, Inc., 1:16-cv-48-TAV-CHS, 2017 WL 7510692 (E.D. Tenn. Mar. 1, 2017).

Centrus Energy (2015 – 2018). FDPK attorneys William Payne, Joel Hurt, Pamina Ewing and Ruairi McDonnell settled this class action on behalf of retirees who had worked in uranium enrichment facilities in Ohio and Kentucky that were formerly operated by the U.S. Department of Energy before becoming private entities operated by the United States Enrichment Corporation ("USEC"). The case concerned not only claims under the LMRA and ERISA, but also never before litigated claims under a federal law called the USEC Privatization Act, 42 U.S.C. § 2297-h-8(a)(6)(A) and (6)(B).

Gerdau Ameristeel (2014 – 2017). FDPK attorneys William Payne, Joel Hurt, Pamina Ewing and Ruairi McDonnell settled this class action on behalf of a group of retired steelworkers from a mill in Sand Springs, Oklahoma, after defeating a motion to dismiss and engaging in extensive discovery, including 23 depositions in six states. In the order granting final approval of the settlement that provided lifetime Health Reimbursement Arrangement contributions to over 400 class members, the court observed that FDPK had obtained "an excellent result," and displayed "skill rarely demonstrated by the typical-class action litigator in this district." Comer v. Gerdau Ameristeel, 8:14-cv-607-T-23AAS, 2017 WL 5256871 (M.D. Fl. Nov. 13, 2017).

Neenah Paper (2016-2017) – FDPK attorneys William Payne, Joel Hurt, Pamina Ewing and McKean Evans obtained a favorable settlement for a class of retired mill workers from the company's specialty paper operations in Fitchburg, Massachusetts.

Freightcar America (2013-2016) – William Payne and FDPK attorneys were appointed as class counsel to represent retired workers from a railway freight car manufacturing facility in Johnstown, Pennsylvania in challenging the unilateral elimination of their health and life insurance benefits. Just days prior to trial, the case settled when the defendant company agreed to contribute over $30 million to a Voluntary Employees' Beneficiary Association (VEBA) to provide benefits to class members.

Briggs & Stratton (2010 – 2016) – FDPK attorneys William Payne, Ellen Doyle, and Joel Hurt were appointed as class counsel to represent some 800 retired workers from the defendant company's Milwaukee, Wisconsin area manufacturing plants. After defeating the defendant's motion for summary judgment, 2015 WL 5172943 (E.D. Wisc. September 2, 2015), the case settled.

General Motors and Ford (2006–2007) – William Payne and the firm were appointed class counsel to represent retired GM and Ford workers who were members of the United Auto Workers ("UAW") after their collectively-bargained retiree health benefits were threatened. The lawsuit resulted in a court-approved settlement that guaranteed an excellent health benefit program for about 600,000 retirees and dependents that was to remain in place through 2011. On appeal, the Sixth Circuit commented on the work of lead counsel William Payne: "In view of Payne's background, both classes would have been hard pressed to find someone with greater 'experience in handling class actions ... and claims of the type asserted in the action' or an attorney with more 'knowledge of the applicable law.'" UAW v. GM, 497 F.3d 615, 626 (6th Cir. 2007), earlier proceedings, UAW v. GM, 2006 WL 334283 (E.D. Mich. Feb. 13, 2006), 2006 WL 891151 (E.D. Mich. March 31, 2006) and 235 F.R.D. 383 (E.D. Mich. 2006); UAW v. Ford Motor Co., 2006 U.S. Dist. LEXIS 70471 (E.D. Mich. July 13, 2006). The attorneys also represented former GM workers who were members of the IUE-CWA in another retiree health benefit class action. IUE-CWA v. GM, 238 F.R.D. 583 (E.D. Mich. 2006).

General Motors II , Ford II and Chrysler (2007–2008) – FDPK was appointed class counsel to represent over 800,000 retired UAW members (and their dependents) whose retiree health benefits were threatened by U.S. automakers. The case settled by establishing a Voluntary Employees' Beneficiary Association (VEBA) to provide lifetime benefits, to be funded by the companies with $60 billion in assets (estimated present value in 2010). UAW v. GM, 2008 WL 2968408 (E.D. Mich. July 31, 2008); UAW v. Chrysler, 2008 WL 2980046 (E.D. Mich. July 31, 2008); UAW v. Ford, 2008 WL 4104329 (E.D. Mich. Aug. 29, 2008).

Crown Cork & Seal (2003–2008) – FDPK represented retired beverage can workers whose health benefits were unilaterally cut. The parties agreed that the case would be heard by a retired federal judge acting as an arbitrator. Ultimately, the arbitrator found that the 5000 retirees who retired prior to 1993 had a vested right to retiree health benefits (worth an estimated $170 million) and reinstated coverage to the levels agreed to in collective bargaining. Crown Cork & Seal v. United Steelworkers of America, 32 E.B.C. 1950, 2004 U.S. Dist. LEXIS 760 (W.D. Pa. 2004); United Steelworkers of America and Lawhorn v. Crown Cork & Seal, No. 1:03cv461 (S.D. Ohio).

Continental Tire (2006–2008) – FDPK represented approximately 2200 retired tire manufacturing workers whose health benefits were unilaterally cut. The firm obtained a preliminary injunction against the company, which ultimately led to a negotiated settlement of the matter which restored benefits to the retirees, provided restitution for lost benefits, and established a fund having a value of $155 million to provide future benefits. Pringle v. Continental Tire North America, 541 F. Supp. 2d 924 U.S. Dist. LEXIS 55337, 2007 WL 2236880 (N.D. Ohio, July 31, 2007).

Rexam and Pechiney (2002 – 2008) – FDPK represented retirees of American Can Company whose benefits had been cut by successor companies. In Pechiney, we obtained an excellent settlement in which the company recognized that the retirees' benefits were vested and agreed to provide lifetime benefits with no payment of premiums. In Rexam, for one group of retirees, after the retirees defeated the company's motion for summary judgment, the parties entered into a settlement in which the company agreed to continue to provide health care benefits to pre-Medicare retirees and spouses and provide a lifetime monthly cash payment to Medicare-eligible retirees to purchase retiree health insurance. Santos v. Pechiney Plastics Packaging Inc., Case No. C 05-00149 (N.D. Calif.); Rexam, Inc. v. United Steelworkers of America, 2003 WL 22477858 (D. Minn. Oct. 30, 2003), later proceedings, 2005 WL 1260914 (D. Minn. May 25, 2005), 2005 WL 2318957 (D. Minn. Sept. 22, 2005), 2006 WL 435985 (Feb. 21, 2006), and 2006 WL 2530384 (D. Minn. Aug. 31, 2006).

ASARCO (2002–2005) – FDPK attorneys represented retired miners whose health benefits were unilaterally eliminated. After the retirees defeated the company's motion for summary judgment, the company filed for bankruptcy on the eve of trial. In the bankruptcy action, the retirees negotiated a very favorable settlement which reinstated their benefits. See Asarco v. United Steelworkers of America, 2005 U.S. Dist. Lexis 20873 (D. Ariz. 2005).

Rohm & Haas (2003–2009) – FDPK represented retired salt miners whose health benefits were unilaterally eliminated. Initially, the court dismissed the retirees' complaint but on appeal, the Sixth Circuit Court of Appeals reversed the ruling. Upon remand, we successfully opposed the company's motion to transfer and obtained class certification, despite the fact that there were different collective bargaining agreements governing at each of the seven plants where class members had worked. In October 2008, the court granted the retirees' motion for summary judgment finding that the retirees had a right to lifetime vested benefits. The parties later settled the damages portion of the action. Moore v. Rohm & Haas, 446 F.3d 643 (6th Cir. 2006), later proceedings, 497 F.Supp.2d 855 (N.D. Ohio 2007), 2008 WL 4449407 (N.D. Ohio Sept. 30, 2008) (granting plaintiffs' motion for summary judgment.

The firm's pending LMRA/ERISA cases are:

Contreras v. Asarco, LLC, CV18-03495-PHX-SRB (D. Ariz.).

Butch v. Alcoa USA Corp., 3:19-cv-258-RPL-MPB (S.D. Ind.)

Other retiree health actions in which courts have issued opinions published through the various reporting services and in which William Payne – prior to joining FDPK – served as counsel for parties include the following:[1]

[1] Mr. Payne has served as counsel for parties in many other retiree health cases (not listed here) that were settled or otherwise resolved without reported opinions. Examples of settlements include Alford v. Strichman, No. 84-20 (W.D. Pa.) (retiree health class settlement for Crucible Steel retirees worth approximately $60 million); Bench v. Disney, No. CV-97-8203 TJH (AIJx) (C.D. Calif.) (retiree health class settlement in two stages, with the first stage worth approximately $68 million, and the second stage

ACF Industries v. Chapman, 2004 U.S. Dist. LEXIS 27245 (E.D. Mo. 2004) and Chapman v. ACF Indus., 430 F. Supp. 2d 570 (D. W.Va. 2006); Bower v. Bunker Hill Co., 725 F.2d 1221 (9th Cir. 1984), on remand, 114 F.R.D. 587, 675 F. Supp. 1254 (E.D. Wash. 1986); Keffer v. H. K. Porter Co., 872 F.2d 60 (4th Cir. 1989), affirming, 110 CCH Lab. Cases ¶10,878 (S.D. W.Va., April 19, 1988); Magliulo v. Metropolitan Life Ins. Co., 208 F.R.D. 55, 27 E.B.C. 1804 (S.D.N.Y. 2002); Mamula v. Satralloy, 578 F. Supp. 563 (S.D. Ohio 1983); Mioni v. Bessemer Cement Co., 4 E.B.C. 2390 (W.D. Pa. 1983), later decision, 120 LRRM 2818 (W.D. Pa. 1984), and 6 E.B.C. 2677, 123 LRRM 2492 (W.D. Pa. 1985); Policy v. Powell Pressed Steel Co., 770 F.2d 609 (6th Cir. 1985), cert. denied, 475 U.S. 1017 (1986); Senn v. United Dominion, 951 F.2d 806 (7th Cir. 1992), petition for rehearing denied, 962 F.2d 655 (1992), cert. denied, 509 U.S. 903 (1993); Shultz v. Teledyne, 657 F. Supp. 289 (W.D. Pa. 1987) (retiree health class action); Smith v. ABS Industries, 890 F.2d 841 (6th Cir. 1989); Steelworkers v. Connors Steel Co., 855 F.2d 1499 (11th Cir. 1988); Steelworkers v. Textron, Inc., 836 F.2d 6 (1st Cir. 1987).

PENSION CASES

Our attorneys have decades of experience representing pension plan participants to recover other types of pension benefits wrongly denied them.

The following is a list of our recent cases:

Clemons v. Norton Healthcare, 890 F.3d 254 (6th Cir. 2018) (suit alleging pensions miscalculated).

Harkness v. Boeing Company, No. 07-CV-01043-WEB-KMH (D. Kan.), reported at Soc'y of Prof'l Eng'g Employees in Aero. v. Boeing Co., 2012 U.S. Dist. LEXIS 175093 (D. Kan. Dec. 11, 2012) (suit for pensions on plant sale).

Gelesky v. AK Steel, 828 F. Supp. 2d 935, 2011 U.S. Dist. LEXIS 137616 (S.D. Ohio 2011), related to Schmidt v. AK Steel, Case No. 1:09-cv-464 (S.D. Ohio) (ERISA action challenging calculation of lump sum pension payouts).

Freightcar America (2007–2009) – We represented a group of employees at the company's Johnstown, Pennsylvania plant who allege that the company terminated their employment in order to deny them the opportunity to vest for pensions. The District Court granted the employees' motion for preliminary injunction and ordered the company to reinstate the workers immediately. A settlement was subsequently reached and approved by the court. Hayden v. Freightcar America, 2008 WL 375762 (W.D. Pa. Jan. 11, 2008), later decision, 2008 WL 4949039 (W.D. Pa. Nov. 19, 2008).

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worth approximately $33 million); Ruiz v. BP, No. 91-1453-PHX-RGS (retiree health class settlement involving thousands of retirees).

The following are representative pension actions (other than the 401k/ESOP cases listed below) brought by our attorneys prior to the formation of FDPK:

- Adams v. Bowater Inc., 313 F.3d 611 (1st Cir. 2002), on remand, 292 F. Supp. 2d 191 (D. Maine 2003) (action under ERISA § 204(g), alleging improper elimination of accrued benefits) (Payne).

- Bellas v. CBS, 73 F.Supp.2d 500 (W.D.Pa. 1999), related decision, 73 F.Supp.2d 493 (W.D.Pa. 1999), aff'd, 221 F.3d 517 (3d Cir. 2000), cert. denied, 531 U.S. 1104, 121 S.Ct. 843 (2001), on remand, 201 F.R.D. 411 (W.D. Pa. 2000) (class action under ERISA § 204(g), alleging improper elimination of accrued benefits) (Payne).

- Brytus v. Spang & Co., 79 F.3d 1137 (not for publication) (3d Cir. 1996), cert. denied, 519 U.S. 818 (1996), later proceedings, 151 F.3d 112 (3d Cir. 1998), later proceedings, 203 F.3d 238 (3d Cir. 2000) (recovery of $12.5 million in surplus pension assets for pensioners) (Payne).

- Delgrosso v. Spang & Co., 769 F.2d 928 (3d Cir. 1985), cert. denied, 476 U.S. 1140 (1986), later proceedings, 903 F.2d 234 (3d Cir.), cert. denied, 498 U.S. 967 (1990), and 776 F. Supp. 1065 (W.D. Pa. 1991) (recovery of surplus pension assets for pensioners) (Payne).

- Dennis v. Sawbrook Steel Castings Co., 792 F. Supp. 552 (S.D. Ohio 1991) (suit for surplus pension assets) (Payne).

- Gavalik v. Continental Can Co., 812 F.2d 834 (3d Cir.), cert. denied, 484 U.S. 979 (1987) (ERISA § 510 class action, ultimately resolved as part of $415 million settlement).

- Gillott v. Westinghouse Elec. Corp., 23 E.B.C. 1500, 1999 U.S. Dist. LEXIS 14111 (W.D. Pa. 1999), aff'd without op., 229 F.3d 1138, 2000 U.S. App. LEXIS 20601, 25 E.B.C. 1572 (3d Cir. Pa. 2000) (suit for special pension triggered by layoff) (Payne).

- Gritzer v. CBS, Inc., 275 F.3d 291 (3d Cir. 2002) (suit for special pension triggered by layoff) (Payne).

- Haytcher v. ABS Industries, Inc., 889 F.2d 64 (6th Cir. 1989) (recovery of shutdown pensions) (Payne).

- In re Gulf Pension Litigation, No. H-86-4365 (S.D. Tex.) (suit challenging merger of plans, and for surplus assets) (Doyle).

- Libby, McNeil & Libby, California Canners & Growers v. United Steelworkers of America, AFL-CIO, 809 F.2d 1432 (9th Cir. 1987) (recovery of shutdown pensions) (Payne).

- Orlowski v. St. Francis Health System, No. GD 02-17811 (Pa. Common Pleas, Allegheny County) ($13 million pension settlement to compensate for employer underfunding).

- Rinard v. Eastern Co., 978 F.2d 265 (6th Cir. 1992), cert. denied, 507 U.S. 1029 (1993) (lawsuit for surplus pension assets) (Payne).

- Shawley v. Bethlehem Steel Corp., 989 F.2d 652 (3d Cir. 1993) (ERISA § 510 class action) (Payne).

- Walther v. Pension Plan for Salaried Employees of the Dayton-Walther Corp., 880 F. Supp. 1170 (S.D. Ohio 1994) (suit alleging improper merger of pension plans) (Payne).

401(K) AND ESOP LITIGATION

Our attorneys have extensive experience representing participants of 401(k) Plans and Employee Stock Ownership Plans (ESOPs). Ellen Doyle is one of the pioneers in this field, having brought her first case several years before the Enron and Worldcom litigation.

The following is a sample of the firm's recent cases:

First Horizon National Corporation (settled for $6 million) – FDPK was the sole counsel that represented the participants in this action. The suit alleged that fiduciaries of the Plan violated ERISA by imprudently investing in First Horizon stock while the company was concealing its large exposure to highly risky Collateralized Debt Obligations, subprime mortgages, and other low-quality securities. The suit also alleged that the Plan did not properly consider mutual investment options besides mutual funds owned by First Horizon. Sims, et al. v. First Horizon National Corp., et al, 2:08-cv-2293 (W.D. Tenn).

Regions Financial Corporation (settled for $22.5 million) – FDPK served as co-lead counsel in this case. The suit alleges that fiduciaries of the Regions Financial 401(k) Plan and AmSouth Bancorporation 401(k) Plan violated ERISA by imprudently investing in Regions stock while the company was concealing Regions Financial's large exposure to highly risky Collateralized Debt Obligations, subprime mortgages, and other poor-quality securities. The suit also alleged that the Regions 401(k) Plan did not properly consider mutual investment options besides mutual funds owned by Regions. In re Regions Morgan Keegan ERISA Litigation, 2:08cv02192 (W.D.Tenn.).

PFF Bancorp (settled for more than $3 million) – FDPK was appointed interim co-lead counsel in this case. The suit alleged that fiduciaries of the PFF Bancorp 401(k) Plan and ESOP violated ERISA by imprudently investing in PFF stock while the company was concealing its loan losses. Perez et al., v. PFF Bancorp et al., 5:08-cv-01093 (C.D. Cal).

KV Pharmaceutical (settled for $3 million) – FDPK was counsel to the class in this case. The suit alleged that fiduciaries of the company's 401(k) plan violated ERISA by imprudently investing in company stock while the company was concealing its manufacturing problems. Crocker v. KV Pharmaceutical Co., 4:09cv00198 (E.D. Mo.).

The cases listed below are representative of those in which Ellen Doyle served as lead counsel for plaintiffs prior to the formation of FDPK:

CMS Energy Corp. (2002–2006) – This class action was brought in the United States District Court for the Eastern District of Michigan on behalf of the 13,000 participants and beneficiaries

of an ESOP and 401(k) plan sponsored by Consumers Energy Company, a subsidiary of CMS Energy Corporation. In May of 2002, it was revealed that CMS had inflated sales and revenue by engaging in sham energy trades where the company "sold" electricity but bought back the same amount from the same party at the same price. Plaintiffs asserted that plan fiduciaries violated federal pension law (ERISA) because they knew that CMS stock was inflated in value prior to May 2002 as a result of these trades, and therefore they also knew that the plan and its participants had paid too much for the stock. A $28 million settlement was reached in 2006. In re CMS Energy ERISA Litig., 02-72834 (E.D. Mich.)

Federal Mogul (2004–2007) – This class action was brought in the United States District Court for the Eastern District of Michigan on behalf of plan participants alleging fiduciary breach as a result of Federal Mogul's failure to disclose the increased riskiness of company stock due to the acquisition of asbestos-related businesses and the company's failure to discontinue offering company stock to plan participants in the absence of appropriate disclosures. The case settled for $15.45 million. Sherrill v. Federal Mogul Corp. Retirement Programs Committee, 04-72949 (E.D. Mich.)

Solutia, Inc. – FDPK represented participants and beneficiaries in the Solutia, Inc. Savings and Investment Plan between September 1, 1997 and August 31, 2005, for whose benefit the Plan invested or maintained investments in Solutia stock. In September 2008, the United States District Court for the Southern District of New York granted final approval of a settlement which provides relief to the class in the form of a cash payment of $4.75 million and the agreed allowance of a $6.65 million unsecured claim against Solutia's bankruptcy estate. Dickerson v. Feldman, et al., 04-CV-07935 (S.D.N.Y.).

Carter Hawley Hale Profit Sharing Plan – This class action was brought on behalf of the Carter Hawley Hale Stores employees who sustained losses as a result of their 401(k) accounts being invested in CHH's stock which became worthless as the company's financial condition deteriorated into bankruptcy. More than half of the plans assets were invested in CHH stock at the time. A $36 million settlement was reached on behalf of the employees.

Duquesne Light Co. – This case in the Western District of Pennsylvania challenged the conduct of Duquesne Light, a large energy company. Duquesne Light offered employees stock options and stock appreciation rights through a long-term incentive plan. When employees exercised these options, the amounts they received were treated as W-2 compensation for tax purposes, but Duquesne Light did not include these amounts in the compensation used to calculate employees' pension benefits. The court ruled in favor of the employees and ordered Duquesne Light to recalculate the employees' pension benefits with interest.

Other 401(k)/ESOP cases in which Ms. Doyle has been appointed class counsel include:

> Koch v. Dwyer, No. 98-Civ.-5519 (S.D.N.Y.); Blyler v. Agee, No. CV97-0332 (D. Idaho); In re Computer Associates ERISA Litigation, No. CV-02-6281 (S.D.N.Y.); Kling v. Fidelity Management Trust Co., No. 01-11939 (D. Mass.); In re McKesson HBOC, Inc. ERISA Litig., No. C00-20030 (N.D. Cal.).

PUBLIC SECTOR EMPLOYEE CLASS ACTIONS

Colorado – The firm represented public sector retirees who are members of the Public Employees' Retirement Associate of Colorado in a class action case challenging the replacement of a 3.5% annual increase with a 2% capped COLA. Justus v. State of Colorado, 2014 Colo. 75, 336 P.3d 202 (Colo. 2014)

New Hampshire – The firm represented retired state workers whose retirement benefits were reduced. State Employees Association of New Hampshire, SERJ Local 1984, et al. v. The State of New Hampshire, 20 A.3d 961, 2011 WL 1457097 (N.H. 2011)

South Dakota – The firm represented members of the South Dakota Retirement System in a class action challenging the reduction of their cost of living adjustment. Tice v. State of South Dakota, Civ. No. 10-225 (N.D. Cir. Ct. April 11, 2012)

Minnesota – The firm represented members of the Minnesota Retirement System in a class action challenging the reduction of their cost of living adjustment. Swanson v. State of Minnesota, No. 62-CV-10-25-085 (Minn. Dist. Ct. June 29, 2011)

INSURANCE AND CONSUMER CLASS ACTIONS

Our attorneys have been leaders in protecting the rights of consumers and insureds. For example, the firm is currently litigating a number of consumer protection class actions against food manufacturers that have mislabeled their products with false "all natural," health or other claims. In 2014, the firm settled a class action for homeowners whose mortgage lender secretly overvalued their homes with inflated appraisals, striking at the heart of one of the sub-prime mortgage schemes that prompted the recent recession. Similarly, the firm litigated a class action for student loan borrowers who were charged exorbitant late fees in violation of applicable law. In 2011, the firm settled a force-placed insurance class action on behalf of 550,000 California homeowners providing relief valued at approximately $86 million.

Our attorneys have also repeatedly and successfully litigated insurance class actions. Ellen Doyle and Joseph N. Kravec, Jr. are past chairs of the Insurance Law Section of the Association of Trial Lawyers of America. Insurance and consumer class actions our attorneys have brought include:

American Security Insurance Company – Attorney Joseph N. Kravec, Jr. was co-lead counsel representing approximately 550,000 California homeowners against American Security Insurance Company for placing duplicative hazard insurance coverage and charging homeowners for this unnecessary coverage. In 2011, the case settled for relief valued at $86 million, including prospective relief in the form of reduced premiums. Wahl v. American Security Insurance Company, 2010 WL 1881126 (N.D. Cal.).

Kashi – In 2011, the firm brought a case on behalf of a nationwide class of consumers against Kashi, a division of Kellogg's, whose products that bore statements made on the products' labels alleged to be in violation of FDA regulations and unlawful under California law. Several other

law firms brought similar cases, which were consolidated in the U.S. District Court for the Southern District of California. On January 18, 2012, District Court Judge Marilyn L. Huff appointed FDPK, along with one other firm, as interim co-lead counsel. Bates v. Kashi, 3:11-cv-1967 (S.D.Cal.).

Ken's Foods, Inc. – The firm brought a case on behalf of a nationwide class of consumers who purchased Ken's dressings that bore statements made on the products' labels alleged to be in violation of FDA regulations and unlawful under California law. A 2011 settlement permitted class members to receive relief approximating a full refund of their entire purchase price, recouped over one hundred percent of the profits Ken's made on the sale of the products in question, enjoined Ken's from similar mislabeling in the future and both lead counsel and the settlement were found to be more than adequate for the class. Eisenstat v. Ken's Foods, 2:10-cv-2510 (N.D.Cal.).

Diamond Foods, Inc. – The firm represents a class of consumers who purchased walnuts mislabeled with health claims in violation of FDA regulations and California law, at the time one of only a few nationwide class certification orders presented and granted in this context. A 2011 settlement provided all class members full relief (*i.e.*, a refund approximating their average purchase price for the dressing for every class member who claimed-in), plus additional relief. Zeisel v. Diamond Foods, Inc., 2011 WL 2221113 (N.D. Cal.).

Kenty v. Bank One Corporation – Automobile purchasers who financed their purchase through Bank One were required by their contracts to provide proof that they maintained insurance on their vehicles. When a borrower failed to provide proof of insurance, Bank One would obtain "force-placed" insurance for the borrower and charge the borrower's account for the premiums as well as an additional interest charge. Our attorneys brought this case in Ohio (Franklin County) and alleged that Bank One obtained more and different types of insurance (and charged greater premiums) than its contracts authorized. We settled the case for $2.4 million and an agreement from Bank One to stop or change many of its practices.

Bates v. National City Bank – We brought this case in Ohio (Cuyahoga County) on behalf of borrowers who financed their motor vehicle purchases through National City Bank. Our suit alleged that National City imposed concealed insurance charges on the borrowers that were not authorized by their loan agreements. We obtained a settlement of $1.5 million.

Schultz v. University of Pittsburgh – The firm brought this suit against the University of Pittsburgh in Pennsylvania (Allegheny County) on behalf of season-ticket holders for men's basketball games. In 2005, the University instituted a new system for season-tickets that reassigned seats based on the amount that season-ticket holders donate to the school. The suit alleged that in instituting the new system, Pitt had reneged on a prior guarantee made to season-ticket holders that they could continue to purchase season tickets for the same seats each year provided that they maintained their current annual level of donation. Under the settlement we achieved, affected season-ticket holders are to retain their seats for the next five years by maintaining a specified minimum donation level.

Spears, et al. v. E-appraiseIT – Settled in 2014, this was a consumer class action for false appraisals on home loans brought by the firm against appraisers. The false appraisals were part of a scheme between the lender and appraisal service company to provide inflated appraisals, as needed, so the lender could make the mortgage. Homeowners were required to pay for these secretly inflated appraisals, causing them to believe their homes were worth more than they actually were in deciding to enter these high-valued mortgages. This was one of the schemes underlying the sub-prime mortgage crisis.

Besides many of the foregoing class actions, the class actions listed below are representative of those in which Joseph N. Kravec, Jr. had a leadership role prior to joining FDPK:

> Varacallo v. Massachusetts Mutual Life Insurance Company, 226 F.R.D. 207 (D. N.J. 2005) (various life insurance deceptive sales practices settled for relief valued at $700 million for about 3 million class members); In Re Metropolitan Life Insurance Company Sales Practices Litigation, 1999 WL 33957897 (W.D.Pa.) (various life and annuity deceptive sales practices settled for relief valued at $1.7 billion for about 3 million class members); In re Flat Glass Antitrust Litigation (II), 2009 WL 331361 (W.D. Pa., Feb. 11, 2009) (antitrust price fixing claims against manufacturers of flat glass used in windows and other products); In re: WellPoint, Inc. Out-Of-Network "UCR" Rates Litigation, 2009 WL 2902564 (JPML, Aug. 19, 2009) (insurer's under-reimbursement of out-of-network health care provider charges by using artificially low UCR rates); Bethea v. Metropolitan Life Insurance Company, 2009 WL 690852 (N.J., App. Div.) (charging non-smoking juveniles smoker-based life insurance rates) (reinstated by Appellate Division); Zeno v. Ford Motor Company, 238 F.R.D. 173 (W.D. Pa. 2006) and 480 F.Supp.2d 825 (W.D. Pa. 2007) (charging for upgraded radiators and not providing them).

BIOGRAPHIES

JAMES M. PIETZ

Jim Pietz became a Partner with Feinstein Doyle Payne & Kravec, LLC. in January 2016. He has been engaged in the prosecution of consumer class action litigation since December 1989. He has represented consumers in a wide variety of cases under the consumer protection laws. Early in his career he represented classes of persons who purchased vacation time-share interests in campgrounds in Ohio and Pennsylvania. He has represented classes of persons against insurance companies for the deceptive sale of life insurance and the illegal force-placement of property insurance. More recently, he has successfully prosecuted novel and trend setting class actions under the Fair Credit Reporting Act.

Jim graduated from Marquette University (1982) and the Chicago-Kent College of Law (1987). He has been given the highest possible rating (AV) by the Martindale-Hubbell Law Directory. He is has also a member in good standing of the bars of the State of Illinois since 1988 and the Commonwealth of Pennsylvania since 1989.

In 1988, Jim began working for the Chicago law firm of Witwer, Burlage, Poltrock & Giampietro, concentrating his practice on representing public sector labor unions including the

Chicago Teachers Union and the American Federation of Teachers. In late 1989 he joined the Pittsburgh law firm of Berger, Kapetan, Malakoff & Meyers, which became Malakoff, Doyle & Finberg, P.C. in 1992. Jim practiced with this nationally known class action firm until January 2007 when he established Pietz Law Office LLC, which concentrated its practice in credit report law and consumer class action litigation.

During his career, Jim obtained one of the first class certifications of a class of consumers under the Fair Credit Reporting Act. Jim has been appointed class counsel by courts in many different consumer class actions. He has also handled numerous appeals in the state and federal courts around the country, many of which involved significant and important issues under the consumer laws.

Jim has argued a number of cases in the federal appellate courts and is admitted to practice before the United States Supreme Court as well as the Second, Third, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and the District of Columbia Federal Circuit Courts of Appeal. He is also admitted to practice by the United States District Courts for the Northern District of Illinois and the Western District of Pennsylvania.

Jim is a member of National Association of Consumer Advocates (www.naca.net) and the Allegheny County Bar Association.

Among those significant cases in which Jim has or had a leadership role are the following:

- *Gillespie v. Equifax*, 484 F.3d 938 (7th Cir. 2007)(establishing precedent that consumer reporting agencies must issue file disclosures that not only contain all information in the consumer's file but also are understandable);

- *Campos v. ChoicePoint Services, Inc*. 237 F.R.D. 478 (N.D.Ga. 2006)(obtaining settlement in an FCRA class action requiring consumer reporting agency to create a full file disclosure procedure that provides, a consumer, upon request, all information maintain by agency about the consumer);

- *Reardon v. ClosetMaid Corp*., 2013 WL 6231606 (W.D. Pa. 2013)(establishing that an employer willfully violates the Fair Credit Reporting Act by incorporating a general release in the form used to obtain a prospective employee's consent);

- *Wahl v. ASIC, 0*8-555 (N. D. Cal.)(co-lead counsel representing approximately 550,000 California homeowners against American Security Insurance Company for placing duplicative hazard insurance coverage and charging homeowners for this unnecessary coverage. In 2011, the case settled for relief valued at $86 million, including prospective relief in the form of reduced premiums.;

- *Wayne M. Chiurazzi Law Inc. vs. MRO Corporation,* 626 Pa. 303, 97 A.3d 275 (2014)(obtained determination by Pennsylvania Supreme Court that the Medical Records

Act limits the amount that medical providers may charge for copies of a patient's medical records to the estimated actual and reasonable cost of copying;

- *In Re Metropolitan Life Insurance Sales Practices Litigation,* 96-mc- 00179 (W.D.Pa.)(acted as state class action coordinating counsel in multidistrict litigation involving life insurer's allegedly illegal sales practices)

- *Cope v. Metropolitan Life,* 82 Ohio St.3d 426, 696 N.E.2d 1001 (Ohio Sup. 1998)(established precedent by the Ohio Supreme Court that the claims alleging that life insurer engaged in the improper replacement of life insurance could be handled as a class action on a state wide basis)*;*

- *State ex. rel. Starcher v. Metropolitan Life,* 196 W.Va. 519, 474 S.E.2d 186 (W.V. Sup. 1996))(established precedent in West Virginia that allegation that the claims that life insurer engaged in the improper replacement of life insurance could be handled as a class action on a state wide basis);

- *Zaazouh v. Bank One,* C.A. No. 89-145 (W.D. Pa 1989)(obtained class action settlement returning money to thousands of Pennsylvania consumers who purchased and financed timeshare interests in "to be developed" campground);

- *Conley v. Bank One,* 4:91-CV-0251 (N.D. Ohio 1991)(obtained class action settlement returning money to thousands of consumers who purchased and financed timeshare interests in "to be developed" campgrounds near Akron and Youngstown, Ohio);

- *Rudnick v. Cortland,* 1120 of 1990 C.D. (Fayette Cty 1990)(obtained certification and class action settlement returning money to hundreds of Pennsylvania consumers who purchased and financed timeshare interests in "to be developed" campground)*;*

- *Gogola v. First South,* No. 1120 of 1190 (Fayette Cty 1990)(obtained certification and class action settlement returning money to hundreds of Pennsylvania consumers who purchased and financed timeshare interests in "to be developed" campground)*;*

- *McDonagh v. GEICO Financial,* 4:93 CV 1352 (N.D. Ohio)(obtained class action settlement returning money to thousands of consumers who purchased and financed timeshare interests in "to be developed" campgrounds near Akron and Youngstown, Ohio);

Jim has also handled numerous appeals in the state and federal courts many of which involved significant, systemic issues in complex class litigation, including as follows:

- *Martin v. Franklin Capital,* 393 F.3d 1143 (10th Cir. 2004) (what standard applies under 28 U.S.C. § 1447 for awarding attorneys' fees and costs for defendants' erroneous removal);

- *Gayman v. Principal Life,* 311 F.3d 851 (7th Cir. 2002) (whether demutualization of life insurer pursuant to state law constitutes "state action" within the meaning of 42 U.S.C. § 1983.);

- *LaBarre v. Credit Acceptance,* 175 F. 3d 640 (8th Cir. 1999) (whether McCarren-Ferguson Act barred claim under RICO, 18 U.S.C. §1962(c));

- *Stewart v. National Education Assoc.*, 05-7140 (D.C. Cir. 2006) (whether demutualization consideration attributable to a group life insurance policy must be held exclusively for the benefit of the insureds under the policy)

Jim is the author of "A Review of the Law of Class Actions in West Virginia," West Virginia Civil Procedure, W.VA. CLE., 1996; "Deceptive Life Insurance Sales Practices." The Consumer Advocate (Nat. Assoc. Cons. Adv.), 1997; "Private Lawyers and Nonprofit Associations: Joint Representation of Consumers in Class Litigation," Vol. 6, The Consumer Advocate, Issue 3, May/June, 2000; "When Mutual Companies Convert: Pitfalls for Policyholders," Trial (ATLA), June, 2001.

Exhibit 9

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

PIERRE CAMERON, individually and on behalf of all others similarly situated, JASON STARR, individually and on behalf of all others similarly situated, Plaintiffs, v. CLEARVIEW FEDERAL CREDIT UNION Defendant.	CLASS ACTION NO. GD-19-012804

AFFIDAVIT OF CARLO SABATINI

I, Carlo Sabatini, declare the following:

1. I am co-counsel for the plaintiff in this case.

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, Bisel 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 $575 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 21 to 25 years of experience is from $550.00 - $640.00. 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 122 hours on this case. The hours spent are fair and reasonable and were necessarily incurred in the prosecution of this action.

16. I have incurred $1,027.25 in costs for which I seek reimbursement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 12, 2022

s/ Carlo Sabatini
Carlo Sabatini

EXHIBIT "10"

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Internal Revenue Service

Number: **201240001**
Release Date: 10/5/2012

Index Number: 6050P.00-00

Department of the Treasury
Washington, DC 20224

Third Party Communication: None
Date of Communication: Not Applicable
Person To Contact:
, ID No.
Telephone Number:

Refer Reply To:
CC:PA:02
PLR-100404-12
Date:
July 05, 2012

Legend

Entity 1	=
Entity 2	=
Asset	=
State X	=
State Y	=
Date 1	=
Date 2	=
Date 3	=
Date 4	=
Collection Remedy	=

Dear :

This letter responds to the letter dated December 15, 2011, submitted on behalf of Entity 1, requesting a ruling that Entity 1 is not required to file Forms 1099-C with respect to the write-off of balances and charges pursuant to its settlement agreement because the discharge was not the result of an "identifiable event" listed in Treasury Regulation § 1.6050P-1(b)(2), but rather was required by operation of state law. For the reasons set forth below, we conclude that Entity 1 is required to comply with the reporting requirements of I.R.C. § 6050P because the discharge of indebtedness was the result of an identifiable event listed in Treas. Reg. § 1.6050P-1(b)(2).

Facts

Entity 1 is a financial institution chartered in State X that provides its members with thrift services such as checking and savings accounts, and other financial services. Entity 2 was a service company that offered retail sale installment contracts from Asset dealers

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to financial institutions for the financing of the Assets and serviced those contracts including, when necessary, initiating default proceedings on behalf of the financial institution that held a security interest in the Asset. Entity 1 acquired various Asset loan installment contracts and retained Entity 2 for servicing, collection and enforcement of those contracts.

On Date 1, consumers in State Y filed a class action lawsuit against Entity 1 in the Circuit Court of State Y alleging violations of State Y law, including that the notices related to the Collection Remedy did not meet the statutory notice requirements. On Date 2, the case was removed to U.S. District Court, Western District of State Y. On Date 3, Entity 1 and the class plaintiffs signed a Settlement and Release Agreement (Agreement) settling the entire class action lawsuit. The Agreement provides, among other things, that Entity 1 shall close all accounts and write off any balances owed or claimed remaining as any deficiency on the loans, including judgment balances, that were the subject of the litigation.

The Agreement further provides for payments from Entity 1 to the class members out of a "Net Distributable Settlement Fund" provided by Entity 1. The Agreement states that all class members shall be responsible for paying any and all federal taxes due on payments made to them pursuant to the settlement. The Agreement provides that Entity 1 will request a Private Letter Ruling from the IRS supporting the parties' position that Entity 1 is not required to file information returns relating to the terms of the Agreement. The Notice of Proposed Class Action Settlement that Entity 1 sent to the class members states that the request for Private Letter Ruling would be made by Entity 1 in support of the parties' position that the class members are not obligated to report the amount of the deficiency write-off or judgment write-off received as part of the settlement.

Law & Analysis

Section 6050P of the Internal Revenue Code requires that an applicable entity report any discharges (in whole or in part) of indebtedness of any person in excess of $600.00. The report is to include the name, address and taxpayer identification number of each person whose indebtedness is discharged, the date of the discharge and the amount of indebtedness discharged. In addition, section 1.6050P-1(b)(2) of the Treasury Regulations provides that a discharge of indebtedness occurs if one of the following "identifiable events" takes place:

> (A) A discharge of indebtedness under title 11 of the United States Code (bankruptcy);
> (B) A cancellation or extinguishment of an indebtedness that renders a debt unenforceable in a receivership, foreclosure, or similar proceeding in a federal or state court, as described in section 368(a)(3)(A)(ii) (other than a discharge described in paragraph (b)(2)(i)(A) of this section);

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(C) A cancellation or extinguishment of an indebtedness upon the expiration of the statute of limitations for collection of an indebtedness, subject to the limitations described in paragraph (b)(2)(ii) of this section, or upon the expiration of a statutory period for filing a claim or commencing a deficiency judgment proceeding;
(D) A cancellation or extinguishment of an indebtedness pursuant to an election of foreclosure remedies by a creditor that statutorily extinguishes or bars the creditor's right to pursue collection of the indebtedness;
(E) A cancellation or extinguishment of an indebtedness that renders a debt unenforceable pursuant to a probate or similar proceeding;
(F) A discharge of indebtedness pursuant to an agreement between an applicable financial entity and a debtor to discharge indebtedness at less than full consideration;
(G) A discharge of indebtedness pursuant a decision by the creditor, or the application of a defined policy of the creditor, to discontinue collection activity and discharge debt; or
(H) The expiration of the non-payment testing period, as described in paragraph (b)(2)(iv) of this section.

Out of the above events, only two have a potential bearing on the requested ruling. The first possible event, section 1.6050P-1(b)(2)(F), provides that an identifiable event exists when the applicable financial entity and debtor agree to discharge the indebtedness for less than full consideration. To establish consideration, there must be a performance or a return promised which has been bargained for by the parties. Restatement (Second) Contracts § 71(1) (1981). In this case, Entity 1 and the debtor-class members agreed to the entry of a judgment, approved and supervised by the court, that incorporates the parties' Agreement by which Entity 1 will write off all remaining debt balances as part of the overall settlement of the pending litigation. This appears, on its face, to be the identifiable event described in subsection (F) of the regulations.

The request for the PLR submitted on behalf of Entity 1 argues that the Agreement does not reflect a mere agreement of the parties. Entity 1 argues instead that the Agreement reflects the operation of the law of State Y. The law of State Y provides that, in a case where the Collection Remedy did not strictly comply with notice requirements, there is an absolute bar on collecting any remaining deficiency balances. The class members alleged that Entity 1 violated various aspects of the notice requirements in the presale notices sent to the class members as part of its Collection Remedy. The Agreement acknowledges that plaintiffs' claims are "premised on state law," which provides that collection of the deficiency balances may be barred without proper notice having been given to the debtors. The "Representations and Stipulations" section of the Agreement refers to a potential "Court's finding that there was a failure to send a pre-sale notice to each of the Class Members and/or that the pre-sale notices...failed to comply with [state law]." That language also is contained draft Preliminary Approval Order attached to the

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Agreement as Exhibit B. The Agreement otherwise contains no admission or concession by Entity 1 with respect to the claims or defenses alleged in the litigation, including any alleged violation of federal, state or local law. The Agreement contains a specific denial of liability, "no admissions" paragraph, which states that the settlement is being entered into for the purpose of "avoiding the burdens, expense, and risk of further litigation."

Entity 1 contends that the application of state law and, specifically, the bar on collection of the deficiency balances, was "triggered by the judicial rulings which certified the matter as a class action and thereby made the deficiency bar available to all Class members." Entity 1, however, continued to pursue the litigation and assert its defenses to the complaint well after the certification of the class, including filing a motion for partial summary judgment. It was only by reaching a settlement agreement with the plaintiffs that Entity 1 gave up its disputed claims to the deficiency amounts.

The court order issued on Date 4 contains a finding that "there was a failure to send a pre-sale notice to each of the Class Members and/or that the pre-sale notices...failed to comply with [state law] such that [Entity 1] cannot collect any deficiency balances from the Class Members." This language is identical to the language referenced above that was contained in the draft Preliminary Approval Order attached to the Agreement as Exhibit B. Thus, the court finding of the bar on collection of remaining deficiency balances was at the behest of the parties, and was a component of the overall settlement of the litigation, as reflected in the Agreement. The fact that the terms of the settlement were reflected in the order does not serve to convert the forgiveness of the debt from being entered into voluntarily to one forced by operation of state law. The Agreement should be taken on its face, as an agreement between Entity 1 and the debtors to discharge the indebtedness at less than full consideration. Therefore, section 1.6050P-1(b)(2)(F) applies.

The second possible event, section 1.6050P-1(b)(2)(G), provides that a discharge of indebtedness exists where a creditor discontinues collection activity pursuant to a decision by the creditor or a defined policy of the creditor. According to section 1.6050P-1(b)(2)(iii), a creditor's defined policy includes both a written policy and the creditor's established business practice. In this case, the cancellation of indebtedness does not appear to have been as a result of any defined policy or business practice of Entity 1, but rather by its decision to discontinue collection action as part of settling the litigation. This decision appears to fall within subsection (G). In any event, regardless of whether subsection (G) of the regulation applies, the event set forth in regulation subsection (F), as set forth above, does apply and the section 6050P reporting requirements must be met.

Conclusion

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Based solely on the information provided and the representations made, we conclude that Entity 1 is required to file Forms 1099-C with respect to the write-off of balances and charges pursuant to its settlement agreement because the discharge was the result of an identifiable event listed in section 1.6050P-1(b)(2) and not by operation of state law.[1]

This ruling is directed only to the taxpayer requesting it. Section 6110(k)(3) of the Code provides that it may not be used or cited as precedent.

In accordance with the Power of Attorney on file with this office, a copy of this letter is being sent to your authorized representative.

The rulings contained in this letter are based upon information and representations submitted by the taxpayer and accompanied by a penalty of perjury statement executed by an appropriate party. While this office has not verified any of the material submitted in support of the request for rulings, it is subject to verification on examination.

Sincerely,

Ashton P. Trice
Chief, Branch 2
(Procedure & Administration)

Enclosures:
Copy of letter
Copy for section 6110 purposes

cc:

[1] The letter requesting the PLR by Entity 1 refers to the year 2011 as the relevant tax period; however, because the Agreement did not become final until 2012, the reporting requirement is for the year 2012.

CERTIFICATE OF SERVICE

I hereby certify that on this day, a copy of the foregoing Motion for Final Approval of Class Settlement, Service Awards to Representative Plaintiffs, and Attorney Fees and Expenses (Uncontested) along with a Memorandum of Law, Exhibits, Certifications, and proposed Order, was served upon Defendant's counsel via email as follows:

Roy W. Arnold, Esquire
Jill Lipman Beck, Esquire
BLANK ROME LLP
501 Grant Street, Suite 850
Pittsburgh, PA 15219
rarnold@blankrome.com
jill.beck@blankrome.com

Date: 10/14/2022

/s/ James M. Pietz
JAMES M. PIETZ