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

MARTINS IBELEME, et al.

Plaintiffs,

v.

FREEDOM CREDIT UNION,

Defendant.

JUNE TERM, 2021

NO. 02461

CLASS ACTION

Control No. 23033954

DOCKETED

MAY 18 2023

R. POUTELL
COMMERCE PROGRAM

AMENDED ORDER
PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT

AND NOW, this 18th day of May, 2023, upon consideration of the plaintiff's Motion for Preliminary Approval of Class Action Settlement with Freedom Credit Union ("Defendant" or "Freedom"), it is **ORDERED** that the Motion is **GRANTED** as follows:

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

ORDER-Ibeleme Vs Freedom Credit Union



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- e. in the period commencing June 30, 2015 through July 26, 2021.
4. The Deficiency Notice Subclass is defined as all persons:
- a. who are members of the Repossession Notice Class; and
 - b. whose vehicle was sold or auctioned at the request of the Freedom, leaving a surplus or claimed deficiency balance.
5. The prerequisites to a class action under Pennsylvania Rules of Civil Procedure 1702, 1708, and 1709 have been satisfied for settlement purposes in that:
- a. There are over 389 members of the Repossession Notice Class;
 - b. The claims of the class representative are typical of those of the other members of the Settlement Class and Subclass;
 - c. There are questions of fact and law that are common to all members of the Settlement Class and Subclass;
 - d. Counsel for the Settlement Class, experienced in complex commercial and class action litigation, have and will continue to adequately represent the Settlement Class and Subclass;
 - e. A class action is a fair and efficient method of adjudicating the controversy because common questions of law or fact predominate over questions affecting only individual members; and
 - f. The class representative will fairly and adequately assert and protect the interests of the Settlement Class and Subclass.
6. Plaintiff Martins Ibeleme is approved as the Class Representative.
7. Cary L. Flitter, Andrew M. Milz, Jody Thomas López-Jacobs, along with the law firm of Flitter Milz, P.C., are appointed and approved as Class Counsel.

8. American Legal Claims Services, LLC of Jacksonville, FL, is approved as the “Settlement Administrator.” By accepting this appointment, the Settlement Administrator subjects itself to this Court’s jurisdiction.
9. **Final Approval Hearing.** A hearing (the “Final Approval Hearing”) will be held on September 14, 2023, at 10:00 am via Zoom using the link <https://zoom.us/j/4043810373> to determine:
 - a. Whether the proposed settlement of this action should be finally approved as fair, reasonable and adequate;
 - b. Whether this action should be dismissed with prejudice pursuant to the terms of the settlement;
 - c. Whether Class Members should be bound by the release set forth in the proposed settlement; and
 - d. Whether Plaintiff’s application for an award of attorneys’ fees and expenses to Class Counsel, and for an individual service award, should be approved.
10. On or before May 26, 2023, Freedom shall furnish its final class list, including co-borrowers, to the Settlement Administrator.
11. **Notice by Mail and Website.** On or before June 15, 2023, the Settlement Administrator shall mail the Class Notice (with proper dates filled in) substantially in the form attached to this Order to the last-known address of each potential Class Member as reflected on Defendant’s current and reasonably accessible records, or such other, more current address as the Settlement Administrator may discover, pursuant to the terms of the Settlement Agreement. The Class Notice shall be sent by first-class mail, postage prepaid and shall have attached to it the form Election Not to Accept Compromise of Disputed Deficiency.

By the same date, the Settlement Administrator shall also create a website where the important case documents (the Amended Complaint, the Settlement Agreement, this Preliminary Approval Order, etc.) and deadlines may be viewed. The website address shall appear in the Class Notice.

12. **Findings Concerning Notice.** The Court finds that the Class Notice attached hereto is the best practicable notice and is reasonably calculated, under the circumstances, to apprise the Class Members (i) of the settlement of this action, (ii) of their right to exclude themselves from the Class and the proposed settlement, (iii) that any judgment, whether favorable or not, will bind all Class Members who do not request exclusion, and (iv) that any Class Member who does not request exclusion may object to the settlement and enter an appearance personally or through counsel.
13. **Exclusion from Class.** Any Class Member who wishes to be excluded from the Class must send a written request for exclusion to the Settlement Administrator with copies to Class Counsel and Defense counsel at the addresses provided in the Settlement Class Notice. Any such exclusion request must be sent by first-class mail, postage prepaid, and must be postmarked no later than July 28, 2023. If the proposed settlement is approved, any Class Member who has not submitted a timely, written request for exclusion from the Class shall be bound by all subsequent proceedings, orders, and judgments in this action.
14. **Election Not to Accept Compromise of Disputed Deficiency.** Any Class Member who wishes to decline compromise of the Disputed Deficiency Balance must fill out the form "Election Not to Accept Compromise of Disputed Deficiency," which form shall be attached to and sent with the Notice. Any such Class Member shall mail the completed

Election form to the Settlement Administrator at the address provided in the Settlement Class Notice, by first-class mail, postage prepaid, postmarked no later than July 28, 2023.

15. **Objections and Appearances.**

- a. **Written Objections.** Any Class Member who does not submit a written request for exclusion and who complies with the requirements of this paragraph may object to any aspect of the proposed settlement. A Class Member may assert such objections independently or through an attorney hired at their own expense. To object, a Class Member should mail a written objection to the Settlement Administrator, Class Counsel and Defense Counsel at the addresses provided in the Settlement Class Notice, no later than July 28, 2023. Any objection should state the name of the case, the reasons for the objection, and why the objector thinks the Court should not approve the settlement. The objection must also include the name, address, telephone number, email address (if available), and signature of the objecting Class Member.
- b. **Notice of Appearance.** If a Class Member hires an attorney to represent him or her, the attorney must file a notice of appearance with the Office of Judicial Records and deliver a copy of that notice to Defendant's counsel and to Class Counsel.
- c. **Appearance at Final Approval Hearing.** Any Class Member who files and serves a timely, written objection pursuant to the terms of paragraph 15(a) of this Order may also appear and be heard at the Final Approval Hearing either in person or through counsel retained at the Class Member's expense.

16. On or before August 18, 2023, the Settlement Administrator shall submit to Class Counsel an affidavit of mailing of the Class Notice. In addition, the Settlement Administrator shall provide to Class Counsel the following lists:
 - a. All Class Members who validly objected to the Settlement, along with copies of their written objections;
 - b. All Class Members who requested exclusion from the Settlement Class;
 - c. All Class Members who submitted an Election Not to Accept Compromise of Disputed Deficiency.
17. Class Counsel shall file the affidavit and accompanying lists, along with Plaintiff's Motion for Final Approval of Class Settlement, on or before September 8, 2023.
18. **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.
19. **Use of Order.** This Order shall not be construed or used as an admission, concession, or finding by or against Defendant of any fault, wrongdoing, breach, or liability, or of the appropriateness or permissibility of certifying a class on contest, or for any purpose other than settlement. Nor shall the Order be construed or used as an admission, concession, or finding by or against Plaintiff or the Class Members that their claims lack merit or that the

relief requested in their pleadings is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses or claims.

20. **Continuance of Hearing.** The Court reserves the right to continue the Final Approval Hearing without further written notice, except that notice of any continuance shall be provided by plaintiff's counsel to any Class Member, or their counsel, who has filed an objection, and notice shall be posted on the Class website.

BY THE COURT



RAMY I. DJERASSI, J.

MARTINS IBELEME, individually and on
behalf of all others similarly situated,
Plaintiff

vs.
FREEDOM CREDIT UNION,
Defendant.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

JUNE TERM, 2021
NO. 002461

CLASS ACTION

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**You may be entitled to receive a settlement payment and elimination of any
Deficiency Balance in connection with a class action against
Freedom Credit Union**

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

- This settlement resolves a lawsuit over whether Freedom Credit Union ("Freedom") sent borrowers proper notice of their rights after vehicle repossession.
- Freedom denies and disputes the claims asserted in the Litigation. The parties disagree about whether any money (and if so, how much) could have been awarded to you if the Plaintiff were to prevail at trial. The settlement avoids the costs and risks to members of the Class like you from continuing with the lawsuit, and provides relief to the Class.
- This settlement will: (a) provide a gross fund of \$1,700,000 to be distributed to Class Members after payment of administrative costs, Class Counsel fees and costs, and a service award to Plaintiff; (b) eliminate disputed Deficiency Balances of approximately \$2,736,000; and (c) require Freedom to request credit reporting agencies to delete your auto loan history from your credit report, in accordance with the proposed Class Action Settlement Agreement.
- Your rights are affected whether you act or not. Read this notice carefully.

Your Legal Rights and Options in this Settlement:

Do Nothing

If the settlement is approved by the Court as presented, any post-auction deficiency balance will be eliminated unless you got your vehicle back, and Freedom will request the credit reporting agencies to delete your auto loan trade line from your credit report. You will also be paid a proportionate share of the net settlement proceeds, **which for you comes to [\$\$\$\$\$].**

Exclude Yourself

Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Freedom 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.FreedomCreditUnionRepoSettlement.com.

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BASIC INFORMATION

1. Why did I get this notice package?

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

The Court in charge of the case is the Court of Common Pleas of Philadelphia County, Pennsylvania, and the case is known as *Martins Ibeleme, individually and on behalf of all others similarly situated v. Freedom Credit Union*, June Term 2021, No. 002461. The person suing is Martins Ibeleme, the Plaintiff (also called “Class Representative”) and the company being sued, Freedom Credit Union, is called the Defendant, or “Freedom.”

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

Freedom’s records reflect that you and any co-borrower on your vehicle loan were sent one or more notices from Freedom following the repossession of your vehicle between June 30, 2015 through July 26, 2021. Freedom’s conduct post-repossession, including its use of these notices forms the basis for this lawsuit.

2. What is this lawsuit about?

The lawsuit claims that Freedom violated Pennsylvania’s Uniform Commercial Code by failing to send its borrowers in Pennsylvania (a) proper notice of disposition of collateral (“Repossession Notice”) after repossession of their vehicle(s), and (b) proper explanation of calculation of deficiency (“Deficiency Notice”) after the sale of the vehicle(s).

Specifically, Plaintiff alleges on behalf of himself and a class of borrowers (“Repossession Notice Class”) that the Repossession Notice sent by Freedom misrepresents the right to redeem by including unincurred storage costs in the cost to redeem. Plaintiff also alleges on behalf of himself and a class of borrowers (“Deficiency Notice Subclass”) that the Deficiency Notice fails to provide a proper explanation of how Freedom calculated a deficiency balance.

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

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Martins Ibeleme) 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. Freedom has challenged

whether this case should proceed as a class action but has agreed not to oppose this case proceeding as a class for settlement purposes only.

4. Why is there a settlement?

Plaintiff believes the Class might have won more money than the settlement amount had the case gone to trial, but substantial delays and risks would have occurred, including the risk of the case not being certified as a class. Freedom believes that the claims asserted in the case are without substantial merit, and that the Plaintiff may have recovered nothing if there had been a trial. But, there has been no trial. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial and appeal, and class members like yourself will get compensation and other settlement benefits promptly. The Class Representative and his 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, Freedom'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 Subclass (collectively, the "Classes"). The Repossession Notice Class includes those borrowers who were sent certain notices after their vehicle was repossessed. The Deficiency Notice Subclass includes those borrowers who were sent certain notices after their repossessed vehicle was sold by Freedom.

THE SETTLEMENT BENEFITS -- WHAT YOU GET

6. What does the settlement provide for me?

- Cash Component:
 - Freedom has agreed to create a Settlement Fund of \$1,700,000.00. 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 fees and expenses are allowed as requested, it is expected that your cash payment will be approximately [\$\$\$\$\$], unless there were multiple borrowers on your loan in which case you will receive a portion of this amount.
 - If after the first distribution of checks to the Class more than \$50,000 remains in the Net Fund (from uncashed or undistributable checks), there will be a second distribution of checks to the Class who cashed their initial check. A balance remaining after the second distribution will be paid to *cy pres* beneficiaries, Pennsylvania Interest on Lawyers Trust Account ("IOLTA") and Community Legal Services of Philadelphia, for consumer uses.

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

- **Elimination of Disputed Deficiency Balance:** If you have been advised by Freedom that there is a shortfall after the auction of your repossessed vehicle, that balance claimed due is called a "Deficiency Balance." Freedom's right to these Deficiency Balances is disputed by the parties. Unless you elect otherwise, any disputed Deficiency Balance on your vehicle loan will be eliminated as a result of this settlement. The average Deficiency Balance claimed due is around \$9,121.00. Yours could be more or less than this amount. You will not receive this relief if you got your car back (redeemed or reinstated) after the repossession. If you want to know if you have any Deficiency Balance or the amount, you can call the Settlement Administrator at 1-833-215-9289 or Class Counsel at 1-888-668-1225 NOTE: see Tax Implications in Section 7 below. You can choose not to have your disputed Deficiency Balance eliminated as a result of this Settlement by submitting the enclosed Election Not to Accept Compromise of Disputed Deficiency Balance.

TAX IMPLICATIONS

7. Tax Implications

This settlement has potential tax implications for you. The Settlement Administrator plans to issue IRS 1099-series forms for cash payments over \$600. You may be required to furnish your Social Security Number to the administrator as a condition of payment of settlement proceeds over \$600.

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

HOW YOU GET THE BENEFITS OF THE SETTLEMENT

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

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

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

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

Ibeleme v. Freedom 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 disputed Deficiency Balance, Freedom will inform the Court that you have resolved the issue and will satisfy the judgment. If you do not know if you have any Deficiency Balance, you can call the Settlement Administrator at [phone number] or Class Counsel at 1-888-668-1225 to inquire or to find out the amount of your alleged Deficiency Balance.

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

The Court will hold a hearing on [DATE] at [TIME].M. via Zoom using the link <https://zoom.us/j/4043810373> to decide whether to approve the settlement. If the Court approves the settlement after hearing, there may be appeals. It is always uncertain whether there will be an appeal and if so, when it will be resolved. Resolving an appeal can take time, often well more than a year. Please be patient.

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

Unless you exclude yourself, you will stay in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Freedom related to your repossessed motor vehicle. It also means that the Court's orders will apply to you and legally bind you. Unless you "opt-out" or exclude yourself from this case, you will automatically be deemed to have agreed to a "Release of Claims" 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.FreedomCreditUnionRepoSettlement.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 Freedom 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 *Martins Ibeleme, individually and on behalf of all others similarly situated v. Freedom Credit Union*, June Term 2021, No. 002461. 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

Ibeleme v. Freedom
Class Settlement
P.O. Box 23648
Jacksonville, FL 32241

Class Counsel

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

Defense Counsel

Peter J. Van Zandt
(pro hac vice)
LEWIS BRISBOIS
45 Fremont Street
Suite 3000,
San Francisco, CA 94105

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

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

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

No. If you exclude yourself, you will not receive any money from this lawsuit or settlement, credit report deletion, elimination of any disputed 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 firm of Flitter Milz, P.C., in Narberth, PA to represent you and other Class Members. The lawyers at this firm are called Class Counsel. You will not be charged individually for these lawyers. If you want to be represented by your own lawyer, you may hire a lawyer at your own expense.

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

As part of the class settlement, Plaintiff will ask the court to approve a \$15,000 service award for his time and effort in bringing this case. Plaintiff will ask the Court to approve a payment out of the settlement fund in the amount of \$680,000 for Class Counsel fees and up to \$7,000 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 June 2021. 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 send a letter to the Settlement Administrator and to counsel at the three different addresses listed in Section 12 above, on or before [DATE], saying that you object to the settlement in *Martins Ibeleme, individually and on behalf of all others similarly situated v. Freedom Credit Union*, June Term 2021, No. 002461, and your letter should include your name, address, email address (if available), telephone number, your signature, and the reasons you object to the settlement.

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

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

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Fairness Hearing on [DATE AND TIME].M. via Zoom using the link <https://zoom.us/j/4043810373>. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and meets the test for class action settlements. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also determine the Class Representative Service Award and Class Counsel fees and expenses. Following the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

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

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you or your lawyer must send a letter stating that it is your "Notice of Intention to Appear in *Martins Ibeleme, individually and on behalf of all others similarly situated v. Freedom Credit Union*, June Term 2021, No. 002461." Your Notice of Intention to Appear must be mailed no later than [DATE] to Counsel and the Administrator at the addresses in Section 12. You cannot speak at the hearing if you exclude yourself from the settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

23. Are there more details about the settlement?

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

You may also call or write to the following:

Ibeleme v. Freedom
c/o Settlement Administrator
P.O. Box 23648
Jacksonville, FL 32241
[phone #]

Or

Class Counsel
FLITTER MILZ, P.C.
450 N. Narberth Avenue, Suite 101
Narberth, PA 19072
1-888-668-1225

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