

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

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

Case No. GD-19-012804

Plaintiffs,

v.

CLEARVIEW FEDERAL CREDIT UNION,

Defendant.

**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 28<sup>th</sup>, 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;

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

**WHEREAS**, 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

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;

**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.

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;



- (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

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

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

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.

## 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

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.



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

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

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

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

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 vacatures 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

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 Accurant 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

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



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

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

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,

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](http://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](http://www.ClearviewRepoSettlement.com), which shall make available the relevant pleadings, Class Notice, pertinent court orders, and a timeline for the administration of the matter.

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

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

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

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



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

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.

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

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.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

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: \_\_\_\_\_

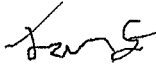
IN WITNESS WHEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AGREED TO AND ACCEPTED:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Pierre Cameron

Dated: 2022-06-27

  
\_\_\_\_\_  
Jason Starr

CLEARVIEW FEDERAL CREDIT UNION

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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

Dated: June 28, 2022

CLEARVIEW FEDERAL CREDIT UNION

By: Ronald A. Gottschalk

Printed: RONALD A. GOTTSCHALK

Title: AVP- Asset Protection + Compliance

# **EXHIBIT "A"**



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

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

Case No. GD-19-012804

Plaintiffs,

v.

CLEARVIEW FEDERAL CREDIT UNION,

Defendant.

**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:<sup>1</sup>

**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

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<sup>1</sup> 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](http://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**  
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 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:



# **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.<sup>1</sup>
- Your rights are affected whether you act or not.

### **Your Legal Rights and Options in this Settlement:**

<sup>1</sup> 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](http://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](http://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 \$ [REDACTED]. This amount may be treated by the IRS as income. See Section 7 below for further information regarding taxes.



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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 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 \$ [REDACTED]. 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 as 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](http://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](http://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 as 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](http://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](http://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 [REDACTED], 2022

\_\_\_\_\_

# **EXHIBIT "C"**

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

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

Case No. GD-19-012804

Plaintiffs,

v.

CLEARVIEW FEDERAL CREDIT UNION,

Defendant.

**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”);<sup>1</sup>

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

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<sup>1</sup> 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](http://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. Dismissal and Related Matters:**

a. The claims of all members of the Class, except those Class Members who have excluded themselves from the Class pursuant to paragraph 4.03 of the Settlement Agreement, are hereby dismissed with prejudice, on the merits and without costs to any party.

b. 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:

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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]