

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

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MATTHEW L. CHIPEGO  
CHARLENE K. MOWREY  
CONSTANCE C. CHURCHILL  
JOSEPH W. EWING  
individually and on behalf of  
themselves and all other similarly  
situated

Plaintiffs,

v.

FIVE STAR BANK  
and  
FINANCIAL INSTITUTIONS, INC.

Defendants.

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MAY TERM, 2017

No. 02466

CONTROL NO. 20110237

COMMERCE PROGRAM

**ORDER**

AND NOW, this 30<sup>th</sup> day of September, 2021, upon consideration of Plaintiffs' Motion for Class Certification, the response thereto, and all other matters of record, after an oral argument on the Motion, and in accord with the Opinion issued simultaneously, it is **ORDERED** that the Motion is **GRANTED** and the following classes are **CERTIFIED**:

1. "Class A" is defined as all persons:
  - a) who financed a vehicle primarily for consumer use through Five Star, or whose consumer loan contract or installment sales contract was assigned to Five Star;
  - b) from whom Five Star, as secured party, repossessed the financed vehicle, or ordered it repossessed;
  - c) who had a Pennsylvania address as of the date of repossession; and
  - d) who were sent a Notice of Right to Redeem ("Repossession Notice") which:
    - 1) failed to state the method of disposition, *i.e.*, whether a public or private sale; or
    - 2) failed to list the time and place of any public sale of the vehicle; or
    - 3) failed to state either that the debtor is entitled to an accounting of the unpaid indebtedness and the charge, if any, for such an accounting, or "if you want us to explain to you in writing how we have figured the amount that you owe us ..."; or;
    - 4) listed a lump sum "storage cost."

- e) or, were sent no notice at all;
- f) in the period commencing May 16, 2011, through the date hereof.

2. "Class B" is defined as all persons:

- a) who financed a vehicle primarily for consumer use through Five Star, or whose consumer loan contract or installment sales contract was assigned to Five Star;
- b) who had a Pennsylvania address as of the date of repossession;
- c) from whom Five Star Bank, as secured party, repossessed the vehicle, or ordered it repossessed;
- d) whose vehicle was sold or auctioned by Five Star Bank, but leaving a surplus or claimed deficiency balance; and
- e) who were sent an explanation of the alleged deficiency or surplus ("Deficiency Notice") that failed to:
  - 1) state that future debits, credits, charges, including additional credit service charges or interest, rebates and expenses may affect the amount of the surplus or deficiency; and/or
  - 2) provide in the following order:
    - (i) the aggregate amount of the obligation secured by the security interest under which the disposition was made, and if the amount reflects a rebate of unearned interest or credit service charge, an indication of that fact, and a calculation thereof;
    - (ii) the amount of proceeds of the disposition;
    - (iii) the aggregate amount of the obligations after deducting the amount of the proceeds;
    - (iv) the amount, in the aggregate or by type, and types of expenses, including expenses of retaking, holding, preparing for disposition, processing and disposing of the collateral and attorney's fees secured by the collateral which are known to the secured party and relate to the current disposition;
    - (v) the amount, in the aggregate or by type and types of credits, including rebate of interest or credit service charges, to which the obligor is known to be entitled; and
    - (vi) the amount of the surplus or deficiency.
- f) or, were sent no Deficiency Notice at all;
- g) in the period commencing May 16, 2011 through the date hereof.

3. "Class C" is defined as all persons:

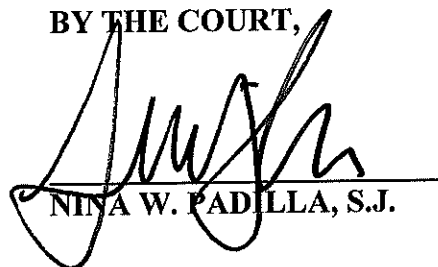
- a) who financed a vehicle primarily for consumer use through Five Star, or whose consumer loan contract or installment sales contract was assigned to Five Star;
- b) from whom Five Star, as secured party, repossessed the financed vehicle, or ordered it repossessed;
- c) who had a New York address as of the date of repossession; and
- d) who were sent a Notice of Right to Redeem ("Repossession Notice") which failed to:
  - 1) state the method of disposition, i.e., whether a public or private sale; or
  - 2) list the time and place of any public sale of the vehicle; or
  - 3) state either that the debtor is entitled to an accounting of the unpaid indebtedness and the charge, if any, for such an accounting or "if you want us to

- explain to you in writing how we have figured the amount that you owe us ...";  
or
- 4) provide an itemized statement of the dollar amount needed to redeem, or stated that "estimated" expenses must be paid to redeem;
  - e) or, were sent no notice at all;
  - f) in the period commencing May 16, 2011 through the date hereof.

4. "Class D" is defined as all persons:

- a) who financed a motor vehicle primarily for consumer use through Five Star Bank or whose loan contract or installment sales contract was assigned to Five Star Bank;
- b) who had a New York address as of the date of repossession;
- c) from whom Five Star Bank, as secured party, repossessed the vehicle, or ordered it repossessed;
- d) whose vehicle was sold or auctioned by Five Star Bank, but leaving a surplus or claimed deficiency balance; and
- e) who were sent an explanation of the alleged deficiency or surplus ("Deficiency Notice") that failed to:
  - 1) state that future debits, credits, charges, including additional credit service charges or interest, rebates and expenses may affect the amount of the surplus or deficiency; and/or
  - 2) provide in the following order:
    - (i) the aggregate amount of the obligation secured by the security interest under which the disposition was made, and if the amount reflects a rebate of unearned interest or credit service charge, an indication of that fact, and a calculation thereof;
    - (ii) the amount of proceeds of the disposition;
    - (iii) the aggregate amount of the obligations after deducting the amount of the proceeds;
    - (iv) the amount, in the aggregate or by type, and types of expenses, including expenses of retaking, holding, preparing for disposition, processing and disposing of the collateral and attorney's fees secured by the collateral which are known to the secured party and relate to the current disposition;
    - (v) the amount, in the aggregate or by type and types of credits, including rebate of interest or credit service charges, to which the obligor is known to be entitled; and
    - (vi) the amount of the surplus or deficiency.
- f) or, were sent no Deficiency Notice at all;
- g) in the period commencing May 16, 2011 through the date hereof.

BY THE COURT,



NINA W. PADILLA, S.J.