

Chipego v Five Star Bank
c/o Class Administrator
PO Box 23459
Jacksonville, FL 32241

Your Notice ID:
Your PIN:

**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

**COURT OF COMMON PLEAS
PHILADELPHIA COUNTY**

CIVIL ACTION

MAY TERM, 2017

NO. 002466

Notification of Pending Class Action Suit

YOU ARE NOT BEING SUED

You Are a Member of a Class Action Against Five Star Bank and Financial Institutions, Inc.

- A class action lawsuit has been filed against Five Star Bank (“Five Star”) and Financial Institutions, Inc. (“FII”) (collectively, the “Bank”) to resolve whether the Bank sent borrowers in Pennsylvania and New York proper notice of their rights after a vehicle repossession.
- This lawsuit involves consumers from Pennsylvania and New York who allege that the Bank violated the laws of Pennsylvania and New York by failing to send its borrowers (a) proper notice of disposition of collateral (“Repossession Notice”) after the repossession of their vehicles, and (b) proper explanation of calculation of deficiency (“Deficiency Notice”) after the sale of the vehicles.
- Specifically, the consumers who filed this lawsuit—called “Plaintiffs”—assert on behalf of themselves and a class of Pennsylvania borrowers (“Class A”) and a class of New York borrowers (“Class C”) that the Bank, upon repossession, failed to send commercially reasonable Repossession Notice that specified certain information required by law. The Plaintiffs also assert on behalf of themselves and a class of Pennsylvania borrowers (“Class B”) and a class of New York borrowers (“Class D”) that the Bank, after selling the repossessed vehicles, failed to send commercially reasonable Deficiency Notice specifying certain information required by law.
- According to the Bank’s records, you are a member of Class[es]: C & D
- There has been no money or benefit recovered to date, and there is no guarantee that there will be money or a benefit available in the future. However, the Court did grant a motion certifying the above Classes, and *you have a choice to make now.*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

DO NOTHING	<p>Stay in this lawsuit. Await the outcome. Give up certain rights.</p> <p>By doing nothing, you consent to the jurisdiction of the Court of Common Pleas of Philadelphia County as a class member. That means you keep the possibility of getting money or benefits that may come from a class action trial on damages or a settlement. But, you give up any rights to sue the Bank individually and to seek damages for the same legal claims that are in this lawsuit. Similarly, if you do nothing and the Bank wins a class action trial on damages, you will lose your claims covered by this lawsuit.</p>
ASK TO BE EXCLUDED	<p>Remove yourself from this class action. Get no benefits or money. Keep certain rights.</p> <p>If you ask to be excluded and money or benefits are awarded later, you will not share in that recovery. But, you keep any rights you may have to individually sue the Bank separately about the same legal claims that are brought in this lawsuit.</p>

- Your options are explained in this notice. To ask to be excluded, you must act before April 4, 2022.
- The Plaintiffs and their lawyers must prove the claims against the Bank at trial. If money or benefits are awarded or obtained from Bank, you will be notified.
- Any questions? Read on, visit www.FiveStarBankRepoClassAction.com, or call (800) 564-0758.

BASIC INFORMATION

1. Why did I get this notice?

The Court has allowed, or “certified,” a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court holds a trial on damages. The trial is to decide whether the Bank has violated the Uniform Commercial Codes (UCC) of Pennsylvania and New York, and the amount of statutory damages that must be awarded. The lawsuit is known as *Chipego v. Five Star Bank*, May Term, 2017, No. 002466 (Court of Common Pleas of Philadelphia County, PA).

2. What is a class action and who is involved?

In a class action lawsuit, one or more people called the “Class Representatives” sue on behalf of other people who have similar claims. In this case, those class representatives are Matthew L. Chipego, Charlene K. Mowrey, Constance C. Churchill, and Joseph W. Ewing). All of the people together that have those claims are called a “Class” or “Class Members.” The companies they sued, Five Star and FII, are called the defendants. One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class. The Court decided that this lawsuit can proceed as a class action and move towards a trial.

3. Why is this lawsuit a class action?

More information about why the Court is allowing this lawsuit to proceed as a class action is found in the Court’s Opinion and Order certifying the Class, which is available at www.FiveStarBankRepoClassAction.com.

THE CLAIMS IN THE LAWSUIT

4. What is this lawsuit about?

In the lawsuit, Plaintiffs claim that the Bank violated the Uniform Commercial Codes of Pennsylvania and New York, as described above. You can read the Plaintiffs' operative Complaint at www.FiveStarBankRepoClassAction.com.

5. How did Defendant answer?

The Bank filed an Answer denying that it violated the Uniform Commercial Codes of Pennsylvania and New York, and arguing that this case should not proceed as a class action. The Bank also asserted other defenses that the Bank contends would reduce or eliminate damages. The Bank's Answer is posted on the same website.

6. Has the Court decided who is right?

The Court has not yet decided whether the Bank has violated the law, or how much money, if any, should be awarded to the Classes. The Court has simply decided that this case may proceed as a class action.

7. What is the Plaintiff asking for?

The Plaintiff will ask the Court to award statutory damages to each Class Member.

For members of Class A and Class C, Plaintiffs seek damages based upon a statutory formula.

For members of Class B and Class D, Plaintiffs seek statutory damages of \$500 for each Class Member.

8. Is there any money available now?

No money or benefits are available now because the Court has not yet decided who is right, or how much, if anything, the Bank should pay the Class in damages. There is no guarantee that money or benefits will ever be obtained. If they are, you will be notified unless you exclude yourself from this case.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class (in which case you would do nothing right now) or ask to be excluded before the trial. If you choose to exclude yourself, you have until April 4, 2022, to take action.

9. What happens if I do nothing at all?

You don't have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. **By doing nothing, you stay in the Class, and you consent to being in the case.** If you do nothing now, regardless of whether the Plaintiffs win or lose the trial, you will not be able to sue, or continue to sue, the Bank about the same legal claims that are the subject of this lawsuit. You will also be legally bound by all of the orders and judgments in this case.

10. Why would I ask to be excluded?

If you already have a lawsuit against the Bank for similar claims and want to continue with it, you need to ask to be excluded from the Class. If you exclude yourself from the Class – sometimes called "opting-out" of the Class – you will not get any money or benefits from this lawsuit even if the Plaintiffs win damages at trial or there is a settlement. However, you may be able to sue or continue to sue the Bank on your own. If you exclude yourself, you will not be legally bound by the Court's Order and Judgment in this class action.

If you start your own lawsuit against Defendants after you exclude yourself, you'll have to seek damages in court, and you may have to hire and pay for your own lawyer for that lawsuit. If you do exclude yourself so that you can start your own lawsuit against Defendants, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations or other time-sensitive requirements.

11. How do I ask the Court to exclude me from the Class?

To ask to be excluded, you must send an "Opt-Out Request" in the form of a letter sent by U.S. Mail or facsimile stating that you want to be excluded from *Chipego v. Five Star Bank*. Instructions on submitting a request to opt-out are also on the class action website, www.FiveStarBankRepoClassAction.com. Be sure to include your name, address, telephone number, email address if you have one, and to sign the opt-out letter. You must mail your Opt-Out Request

postmarked by April 4, 2022, to *Chipego v. Five Star Bank* Opt-Outs, PO Box 23698, Jacksonville, FL 32241-3698, or fax the letter to (877) 430-1941.

THE ATTORNEYS REPRESENTING YOU

12. Do I have an attorney in this case?

The Court has certified the below law firms as Class Counsel:

Flitter Milz, P.C.
450 N. Narberth Ave., Ste 101
Narberth, PA 19072

Sabatini Freeman, LLC
216 N Blakely Street
Dunmore, PA 18512

Western New York Law Center
37 Franklin Street, 2nd Floor
Buffalo, NY 14202

You can contact one of the attorneys working on the case by calling (800) 564-0758.

13. Should I get my own attorney?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may retain one at your expense. You can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you, at the Court's discretion.

14. How will the attorneys be paid?

If Class Counsel obtain money or benefits for the Class through this suit, they will ask the Court to award counsel fees and expenses. You won't have to pay these fees and expenses. If the Court grants Class Counsel's request, the fees and expenses would either be deducted from any money obtained for the Class or paid separately by Bank. Class Counsel has not been paid any fees, nor reimbursed their expenses for prosecuting this case since the filing of this case in 2017.

THE TRIAL

15. When is the trial?

Trial has not yet been scheduled. You may obtain more information about the trial date at the website: www.FiveStarBankRepoClassAction.com. Note that trial dates are sometimes rescheduled, **especially during this Covid-19 pandemic**.

16. Do I have to come to the trial?

You do not need to attend the trial. Class Counsel will present the case for the Plaintiffs and the Classes, and the Bank will present its defenses. You or your own lawyer are welcome to attend at your own expense.

17. Will I get money after the trial?

If at some point the Plaintiffs obtain money or benefits for the Class as a result of the trial or a settlement, and you did not exclude yourself from the Class, you will be notified. There could be post-trial proceedings and appeals. We do not know how long this will take, and there is no guarantee that the Plaintiffs will win or receive any money.

18. Are more details available?

Visit the website, www.FiveStarBankRepoClassAction.com where you will find the Court's Order and Opinion certifying the Class, Plaintiffs' operative Complaint, the Defendants' Answer, information about how to exclude yourself as a Class Member, and other information.