

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

MATTHEW L. CHIPEGO, et al.,	:	MAY TERM, 2017
	:	
Plaintiffs,	:	NO. 02466
	:	
v.	:	CLASS ACTION
	:	
FIVE STAR BANK, et al.,	:	Control No. 25034205
	:	
Defendants.	:	

ORDER-Chipego Etal Vs Five Star Bank Etal [CMF]



**ORDER**

**AND NOW**, this 29<sup>th</sup> day of July, 2025, upon consideration of plaintiffs' unopposed Motion for Preliminary Approval of Class Action Settlement, the Class Action Settlement Agreement and Release (the "Settlement Agreement") attached to the Motion as Exhibit 2 and the Notice of Proposed Class Action Settlement (the "Notice") attached to the Settlement Agreement as Exhibit B, it is **ORDERED** that the Motion is **GRANTED**, the class settlement is preliminarily approved, and:

1. Four classes comprising approximately 6,358 people, were previously certified by order entered on September 30, 2021, pursuant to Pennsylvania Rules of Civil Procedure 1708-1710 and are now referred to as the "Settlement Classes."<sup>1</sup>
2. Cary L. Flitter, Andrew M. Milz, and Jody Thomas López-Jacobs, along with the law firm of Flitter Milz, P.C., and Matthew Parham (pro hac vice) along with Western New York Law Center, and Carlo Sabatini along with Sabatini Law Firm LLC., shall serve as Class Counsel and, as such, shall represent the interests of plaintiffs and all Settlement Class members in all future proceedings in this action.

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<sup>1</sup> A copy of the court's certification order is attached hereto and made a part hereof.

3. Named plaintiffs Matthew L. Chipego, Charlene K. Mowery, Kimberly Catalano-Pike, executrix of the estate of Constance C. Churchill, deceased, and Joseph W. Ewing are appointed as Class Representatives of the Settlement Classes defined in paragraph 1 above.
4. American Legal Claims Services, LLC is appointed as the "Settlement Administrator." By accepting this assignment, the Settlement Administrator subjects itself to this Court's jurisdiction.
5. On or before August 8, 2025, defendants shall provide to the Settlement Administrator the contact information for the Settlement Class members as set forth in Paragraphs 2.08 and 4.02 of the Settlement Agreement.
6. The Class Action Settlement Notice attached to the Settlement Agreement as Exhibit B is approved. On or before August 29, 2025, the Settlement Administrator shall mail the Class Action Settlement Notice to the Settlement Class members in the manner described in Paragraph 4.02 of the Settlement Agreement.
7. Any objections to the settlement should be mailed by the Settlement Class members to the Settlement Administrator and postmarked no later than October 13, 2025. Class Counsel shall file copies of any such objections of record in connection with the motion for final approval of the settlement.
8. Any requests for exclusion from the settlement should be mailed by the Settlement Class members to the Settlement Administrator and postmarked no later than October 13, 2025.
9. On or before October 31, 2025, Class Counsel shall file a motion for final approval of the settlement, which shall include the following:

- a. an affidavit regarding the sending of notice;
  - b. a list of class members who requested exclusion from the settlement;
  - c. a list of class members who objected to the settlement, copies of all objections received, and the parties' responses to any objections; and
  - d. support for the requested attorney's fees, costs, and administrative expenses to be paid in connection with the settlement.
10. A virtual Final Approval Hearing will be conducted via Zoom on November 4, 2025, at 9:15 a.m.<sup>2</sup> At the Final Approval Hearing, the Court will consider the parties' arguments in favor of final approval of the settlement, will consider any objections, and may hear argument from any individual who wishes to be heard.
11. The Court may continue the Final Approval Hearing without further written notice to the class members, but the Settlement Administrator must provide notice of any rescheduled hearing date to any Settlement Class member who filed an objection and must post any rescheduled hearing date on the class website.

**BY THE COURT:**

A handwritten signature in black ink, appearing to read "Michael E. Erdos", is written over a horizontal line.

**MICHAEL E. ERDOS, J.**

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<sup>2</sup> Counsel and all interested persons should use the following Zoom link to attend the hearing: <https://zoom.us/j/6979149035>.

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

<b>MATTHEW L. CHIPEGO</b> <b>CHARLENE K. MOWREY</b> <b>CONSTANCE C. CHURCHILL</b> <b>JOSEPH W. EWING</b> individually and on behalf of themselves and all other similarly situated  <div style="text-align:right">Plaintiffs,</div> <div style="text-align:center">v.</div> <b>FIVE STAR BANK</b> and <b>FINANCIAL INSTITUTIONS, INC.</b>  <div style="text-align:right">Defendants.</div>		<b>MAY TERM, 2017</b>  <b>No. 02466</b>  <b>CONTROL NO. 20110237</b>  <b>COMMERCE PROGRAM</b>
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**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

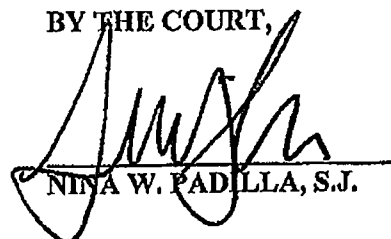
explain to you in writing how we have figured the amount that you owe us ...";  
or

- 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.