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| NICOLE LUNDY, individually and on behalf<br>of all others similarly situated,<br><br>Plaintiff,<br><br>vs.<br><br>DIAMOND CREDIT UNION,<br><br>Defendant. | COURT OF COMMON PLEAS<br>PHILADELPHIA COUNTY<br><br>APRIL TERM, 2021<br><br>NO. 1154<br><br>CLASS ACTION<br><br>Control Number 23070542 | DOCKETED<br>JUL 14 2023<br>R. POSTELL<br>COMMERCE PROGRAM |
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**ORDER FOR FINAL JUDGMENT AND DISMISSAL**

**AND NOW**, this 14<sup>th</sup> day of July, 2023, upon consideration of the Uncontested Motion for Final Approval of this Class Action Settlement, Notice to the Class Members of the hearing, and after a hearing via Zoom on July 14, 2023, it hereby is **ORDERED** that the Motion for Final Approval of Settlement is **GRANTED**.

It is Further **Ordered** as follows:

**WHEREAS**, Nicole Lundy, (the “Class Representative” or “Plaintiff”) on behalf of herself and the Class Members, and Diamond Credit Union (“Diamond”), 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”);

**WHEREAS**, the Court on April 3, 2023 entered an Order Preliminarily Approving the Settlement (“Preliminary Approval Order”);

**WHEREAS**, on July 14, 2023, beginning at 9:00 a.m. Via Zoom the Court held a hearing to consider, among other things (i) whether the settlement reflected in the Settlement Agreement should be approved as fair, reasonable, adequate and in the best interests of the members of the Class; (ii) whether final judgment should be entered dismissing the claims of the members of the Class with prejudice and on the merits, as required by the Settlement Agreement; and (iii) whether

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to approve Plaintiff's application for a Class Representative service award, 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<sup>1</sup>, 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, Plaintiff's request for an award of a Class Representative service award, and Plaintiff's request for an award of Class Counsel fees and expenses;

**WHEREAS**, there have been 0 objections to the settlement and 1 Class Member has opted out. A list of opt-outs, if any, is appended to this Order.

**THE COURT HEREBY FINDS, ORDERS AND ADJUDGES THAT:**

1. **Notice to the Class:** Notice to the Class 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. The Notice given to members of the Class by first class mail and website 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:** Plaintiff Nicole Lundy, as representative of the Class, fairly and adequately represents the interests of the Class, such that the requirements of due process, the requirements of Pennsylvania law, and the requirements of Pa. R. Civ. P. 1709 have been satisfied.

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<sup>1</sup> One Class Member appeared at the hearing but did not participate although invited to do so and did not object to this Settlement.

3. **Adequacy of Class Counsel:** Cary L. Flitter, Andrew M. Milz, Jody Thomas López-Jacobs along with the law firm of Flitter Milz, P.C. have fairly and adequately represented the interests of the Class, 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. The Class Representative's service award is approved in the amount of \$15,000.

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 \$2,100,000, complete elimination of disputed Deficiency Balances by accord and satisfaction in the sum of approximately \$2,990,000, and equitable type relief including correction of consumer credit reports of Class Members creates a common fund valued well in excess of \$5,090,000.

Class Counsel's fee request in the sum of \$840,000 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 \$5,273. 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. Plaintiff, on her 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.

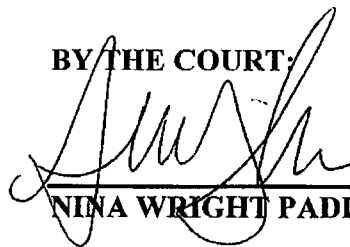
c. On the Effective Date, Defendant shall be deemed to have released, settled, and compromised with prejudice, through accord and satisfaction, any such Disputed Deficiency Balance of Class Members arising from or related to the Secured Obligations at issue. This Release shall not apply to any Class Member who reinstated their contract or reclaimed and/or obtained the return of their vehicle following repossession and/or who does not have a Disputed Deficiency Balance, or who elected not to compromise the Disputed Deficiency Balance pursuant to the Class Notice.

d. In light of the Notice given to the Class Members, Plaintiff 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”), Legal Aid of Southeastern Pennsylvania and Berks County Action Program as *cypres* 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; (b) 25% to Legal Aid of Southeastern Pennsylvania; and (c) 25% to Berks Community Action Program, as *cypres* beneficiaries. The *cypres* fund shall be used for consumer purposes as set forth in the Class Action Settlement Agreement ¶ 3.06.

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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NINA WRIGHT PADILLA, S.J.