

**UNITED STATES JUDICIAL PANEL**  
**on**  
**MULTIDISTRICT LITIGATION**

**IN RE: DIVIDEND SOLAR FINANCE, LLC, AND FIFTH  
THIRD BANK SALES AND LENDING PRACTICES LITIGATION** MDL No. 3128

**ORDER VACATING CONDITIONAL TRANSFER ORDER**

**Before the Panel:**\* Defendant ADT Solar, LLC, in the *Snider* action listed on Schedule A moves under Panel Rule 7.1 to vacate our order that conditionally transferred *Snider* to the District of Minnesota for inclusion in MDL No. 3128. Plaintiff did not respond to the motion. Defendants Fifth Third Bank, National Association; Dividend Solar Finance, LLC; and Dividend Finance Inc. (together, Dividend) initially opposed the motion but subsequently withdrew their opposition.

After considering plaintiff's arguments, we find that transfer of *Snider* under 28 U.S.C. § 1407 will not serve the convenience of the parties and witnesses or promote the just and efficient conduct of the litigation. In our order centralizing this litigation, we held that the District of Minnesota was an appropriate Section 1407 forum for actions sharing factual questions arising from allegations that plaintiffs were induced to finance the purchase of residential solar systems with Dividend through the deceptive sales tactics of solar sales and installation companies with which Dividend partnered. *In re Dividend Solar Fin., LLC, and Fifth Third Bank Sales & Lending Pracs. Litig.*, MDL No. 3128, \_\_ F. Supp. 3d \_\_, 2024 U.S. Dist. LEXIS 182256 (J.P.M.L. Oct. 3, 2024). MDL plaintiffs contend that the solar companies made false representations regarding both the solar systems to be installed and the terms of Dividend's financing, and that the amounts of the loans improperly included undisclosed finance fees. *Id.* at \*2-3. Plaintiff in *Snider* similarly alleges that he purchased a residential solar system that he financed with Dividend based on the deceptive sales tactics and false representations of a solar company sales representative.

Despite this apparent overlap, we conclude that transfer of *Snider* is not warranted at this time. All parties to the action have agreed to resolve plaintiff's claims through binding arbitration, the action has been stayed pending completion of that process, and the matter has been administratively closed. There seems little risk that the action will involve discovery or motion practice that would duplicate or conflict with activity in the MDL, as any further proceedings in the Northern District of Texas likely will be limited to review of the arbitral award. Should transfer to the MDL later appear appropriate, any party to the action may again notice it as a potential tag-along action.

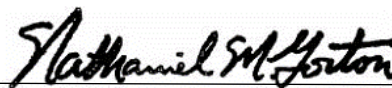
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\* Judge Karen K. Caldwell did not participate in the decision of this matter.

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It is therefore ORDERED that the Panel's conditional transfer order designated "CTO-5" is vacated.

PANEL ON MULTIDISTRICT LITIGATION

A handwritten signature in black ink, reading "Nathaniel M. Gorton". The signature is written in a cursive style with a prominent initial 'N'. Below the signature is a horizontal line.

Nathaniel M. Gorton  
Acting Chair

Matthew F. Kennelly  
Roger T. Benitez  
Madeline Cox Arleo

David C. Norton  
Dale A. Kimball

**IN RE: DIVIDEND SOLAR FINANCE, LLC, AND FIFTH  
THIRD BANK SALES AND LENDING PRACTICES LITIGATION**

MDL No. 3128

**SCHEDULE A**

Northern District of Texas

SNIDER v. DIVIDEND SOLAR FINANCE, LLC, ET AL.,  
C.A. No. 4:24-01151