

Re: NOTICE OF SETTLEMENT OF CLASS ACTION LAWSUIT

**You have been identified as an individual
whose vehicle was non-consensually towed from
the parking lot located at 53 South 10th Street,
Pittsburgh, PA 15203 by TAG Towing and Collision.**

A court authorized this notice. This is not a solicitation from a lawyer.

Your legal rights are affected whether you act or don't act. Please read this Notice carefully.

- A settlement has been proposed to resolve a lawsuit against Riverset Credit Union (“Riverset”) and Brian Haenze d/b/a Auto Gallery & Accessories and as TAG Towing and Collision (“TAG Towing”) (collectively “Defendants”) brought by Baris Arin, Skylar Lesko, and Kim Long (“Plaintiffs” or “Settlement Class Representatives”), on behalf of themselves and all persons similarly situated. The lawsuit, referred to as captioned *Baris Arin, Skylar Lesko, and Kim Long, individually and on behalf of all others similarly situated v. Riverset Credit Union; and Brian Haenze d/b/a Auto Gallery & Accessories and as Tag Towing and Collision*, GD-18-12065, (Allegheny Cty. Ct. Com. Pl.), asserts claims on behalf of a class of individuals towed from the parking lot located at 53 South 10th Street, Pittsburgh, PA 15203 (the “Parking Lot”). Plaintiffs allege that following non-consensual tows from the Parking Lot, Defendant *Brian Haenze d/b/a Auto Gallery & Accessories and as Tag Towing and Collision*, retained by Riverset Credit Union charged amounts exceeding the maximum allowable as set forth under the Pittsburgh Code of Ordinances and Pennsylvania law and asserts that Defendants violated the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”), 73 Pa. Stat § 202-1, *et seq.*, the Pennsylvania Fair Credit Extension Uniformity Act (“PaFCEUA”), 73 Pa. Stat. § 2270.1, *et seq.*, and various common law causes of action. Defendants deny these allegations, deny any wrongdoing, and deny that they would be found liable to Plaintiffs and the Class.
- The Plaintiffs and Riverset reached an agreement to settle the lawsuit through a series of arms'-length negotiations between their respective attorneys. On May 1, 2023, the Court granted Preliminary Approval of the Settlement Class consisting of all members of the following settlement class:

All owners or operators whose passenger cars, light trucks, or motorcycles, and scooters were non-consensually towed from the Parking Lot by Tag Towing within the Relevant Period, and who, as a result were charged and paid a fee in excess of the limits then set by 5 Pittsburgh Code § 525.05.
- Under the Settlement, Riverset will pay \$17,000.00 into a Settlement Fund, out of which the Settlement Administrator will make payments to Settlement Class Members. The methods that will be used to distribute these funds to Settlement Class Members are described in detail in this Notice.
- Further, if approved by the Court, Riverset will pay up to \$73,000.00 in attorneys' fees, costs, including Costs of Settlement Administration, and expenses to attorneys for the Settlement Class. This payment will be made separate from the Settlement Fund that will be used to pay the Settlement Class Members.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
FILE A CLAIM FORM TO RECEIVE A CASH PAYMENT	If you timely file a valid claim form, you will receive a cash payment from the Settlement Fund equal to a <i>pro rata</i> share of the Settlement Fund after subtracting payments for court-approved Service Awards. Claim Forms must be submitted online or mailed to the Settlement Administrator by the claim deadline.
DO NOTHING	If you do nothing, you will get no cash payment, and if the settlement is approved, you will be giving up any right you may have to sue Riverset separately about the same legal claims in this lawsuit.
EXCLUDE YOURSELF	If you ask to be excluded, you will not receive a cash payment, but you may be able to file your own lawsuit against Riverset for the same claims. This is the only option that leaves you the right to file your own lawsuit for the claims that are being resolved by the Settlement. In order to be effective, a request to be excluded from the Settlement must contain all the information required by the Settlement.
OBJECT	You can remain in the Class and file an objection telling the Court why you believe the Settlement should not be approved. If your objections are overruled, you will be bound by the Settlement.

- Your options and other basic information are explained in this Notice. To ask to be excluded, you must act before August 9, 2023.
- The Court in charge of this case still must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.
- **Any questions? Read on and visit the Settlement Website at www.RiversetTAGTowingSettlement.com.**

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BASIC INFORMATION

1. Why did I get this notice?

TAG Towing’s and Riverset’s records show that a vehicle you own or were operating was non-consensually towed from the parking lot located at 53 South 10th Street, Pittsburgh, PA 15203, or that you paid a fee for such tow, between June 1, 2017, and November 5, 2018, that was more than amount then set forth in the City Ordinances. A group of similarly situated individuals filed the proposed class action lawsuit against Defendants in 2018, alleging that the amounts charged for the nonconsensual tows were more than the maximum set forth under the Pittsburgh Code of Ordinances for non-consensual tows from the Parking Lot. The parties have now reached a proposed settlement of the lawsuit.

The Court authorized this Notice to inform you of your rights under the proposed class action Settlement before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, a Settlement Administrator (Analytics Consulting LLC) will make the cash payments that the Settlement allows, and the pending legal claims against Defendants will be released and dismissed.

This package explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Court of Common Pleas of Allegheny County, Pennsylvania, and the case is known as *Baris Arin et. al. v. Riverset Credit Union et. al.*, GD-18-12065, (Allegheny Cty. Ct. Com. Pl.).

2. What is this lawsuit about?

Plaintiffs Baris Arin, Skylar Lesko, and Kim Long brought this class action against the Defendants, including Riverset and TAG Towing, alleging that Defendants unlawfully towed vehicles from the Parking Lot and that TAG Towing unlawfully charged for the return or release of certain vehicles towed from the Parking Lot. Defendants deny all of the Plaintiffs' claims.

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

In a class action lawsuit, one or more people called "Class Representative(s)" (in this case Baris Arin, Skylar Lesko, and Kim Long) sue on behalf of themselves and other people who have similar claims, together called a "Class" or "Class Members." The individuals who brought this suit, along with all the Class Members, are called "Plaintiffs." The people and companies being sued (in this case Riverset Credit Union and Brian Haenze d/b/a Auto Gallery & Accessories and as Tag Towing and Collision) are called "Defendants." One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

4. Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides agreed to the Settlement. The Settlement is not an admission that Defendants did something wrong, but rather a compromise to end the lawsuit. By agreeing to settle, both sides avoid the costs, risks, and uncertainties of a trial and related appeals, while providing benefits to members of the Class. The Class Representatives and the attorneys of the Class think the Settlement is best for Settlement Class Members.

WHO IS PART OF THE SETTLEMENT

5. How do I know if I am part of the Settlement?

You are a member of the Class and affected by the Settlement if:

- You were nonconsensually towed from the Parking Lot by TAG Towing between June 1, 2017 and November 5, 2018 and were charged in excess of \$135 total for return of the towed vehicle.

Specifically *excluded* from the Class are the Court—and any immediate family members of the Court—and individuals who timely and validly request exclusion from the Class.

6. Are there exceptions to being included?

If you timely exclude yourself from the Settlement, you are no longer part of the Class and will no longer be eligible to receive payments from the Settlement Fund. The process of excluding yourself is referred to as "opting out" of the Settlement and are described in the Section below titled "Excluding Yourself from the Settlement".

7. I am still not sure if I am included.

If you are still not sure whether you are included, you can contact the Settlement Administrator at info@RiversetTAGTowingSettlement.com or visit the Settlement Website at www.RiversetTAGTowingSettlement.com for more information.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Under the Settlement, Riverset will pay SEVENTEEN THOUSAND DOLLARS AND ZERO CENTS (\$17,000.00) into a Settlement Fund. After court-approved service awards of no more than \$1,250.00 are paid from the Settlement Fund to the Settlement Class Representatives, the Settlement Administrator will distribute to each Settlement Class Member who submits a timely and valid Claim Form their *pro rata* share of the Settlement Fund. The Court preliminarily approves this process.

In addition, Riverset will separately pay, if approved by the Court, up to \$73,000.00 in fees, costs, including Costs of Settlement Administration, and expenses to attorneys for the Settlement Class.

9. How much will my payment be?

The amount of payment will depend on several factors. Based on Defendants' records, the alleged overpayment charged to Settlement Class Members was approximately \$115.00.

HOW TO GET A PAYMENT

10. How can I get a payment?

All Settlement Class Members that wish to receive compensation must complete and submit a Claim Form and follow its instructions. The Claim Form is included with this Notice. You may also get this Claim Form on the internet at www.RiversetTAGTowingSettlement.com.

To properly complete and timely submit a Claim Form, you should read the instructions carefully, include all information required by the Claim Form, sign it, and either submit the signed Claim Form electronically through www.RiversetTAGTowingSettlement.com by **August 9, 2023**, or mail it to the Settlement Administrator postmarked no later than **August 9, 2023**, at the following address:

Riverset TAG Towing Settlement Administrator
P.O. Box 2006
Chanhassen, MN 55317-2006

11. When will I get my payment?

The Court will hold a hearing on October 16, 2023 at 9:30 a.m. EST, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved and resolving them takes time, sometimes more than a year. Payments to the Settlement Class Members will be made after the Settlement is finally approved and any appeals or other required proceedings have been completed as set forth in the Settlement Agreement. You may visit the Settlement Website for updates on the progress of Settlement.

12. What am I giving up to receive a payment?

Unless you exclude yourself from the Settlement, you will be unable to sue, or be part of any other lawsuit, against Riverset or Riverset's Releasees (as defined in the Settlement Agreement) relating to the nonconsensual tow of your motor vehicle from the Parking Lot between June 2017 and November 2018. The specific claims that you are giving up are described in the Settlement Agreement, which is available at the Settlement Website.

If you have any questions, you may contact the Settlement Administrator or Class Counsel listed in Question 23 for free, or you can, of course talk to your own lawyer if you have questions about what this means.

If you want to keep your rights to sue or continue to sue Riverset based on claims this Settlement resolves, then you must take steps to exclude yourself from the Class (*See* Questions 13-15).

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How can I opt out of the Settlement?

To exclude yourself from the Settlement, or “opt out,” you must send a letter by U.S. Mail that includes the information in the bullet points below. If you fail to include this information, the notice of exclusion will not be effective and you will be bound by the Settlement, including all releases.

- The name of this Litigation or a decipherable approximation (*Baris Arin, Skylar Lesko, and Kim Long, individually and on behalf of all others similarly situated v. Riverset Credit Union; and Brian Haenze d/b/a Auto Gallery & Accessories and as Tag Towing and Collision, GD-18-12065, (Allegheny Cty. Ct. Com. Pl.)*);
- Your full name, address, email address, telephone number, and signature;
- The words “Request for Exclusion” at the top of the document or a statement in the body of the document requesting your exclusion from the Settlement;
- If you are filing a request for exclusion on behalf of an incapacitated or deceased Settlement Class Member for whom you are legally authorized to act, you must include your name, address, telephone number, signature, and relationship to the Settlement Class Member, as well as that person’s name and address.

You must mail via First-Class postage prepaid United States mail the completed above-described letter, postmarked no later than **August 9, 2023**, to each of the following addresses:

Settlement Administrator	Settlement Class Counsel	Riverset Counsel
Riverset TAG Towing Settlement Administrator P.O. Box 2006 Chanhausen, MN 55317-2006	Elizabeth Pollock-Avery LYNCH CARPENTER, LLP 1133 Penn Avenue, 5th Floor Pittsburgh, PA 15222 Joshua P. Ward J.P. Ward and Associates, LLC 201 South Highland Avenue, Suite 201 Pittsburgh, PA 15206	Jeanne W. Sopher Litchfield Cavo LLP Two Gateway Center 603 Stanwix St. Floor 10 Pittsburgh, PA 15222

If you ask to be excluded, you will not get any payment as part of this Settlement, and you cannot object to this Settlement. You will not be legally bound by anything that happens in the Settlement and related proceedings. You will be able to sue (or continue to sue) Riverset in the future. If you both object to the Settlement and seek to exclude yourself, you will be deemed to have excluded yourself.

14. Why would I ask to be excluded?

If you already have or had your own lawsuit against the Defendants for towing your vehicle without a license or for overcharging for a nonconsensual tow from the Parking Lot and want to continue with it, you need to ask to be excluded from the Class. If you exclude yourself from the Class—which also means to remove yourself from the Class and is sometimes call “opting out” of the Class—you won’t get any compensation from this Settlement. However, you may then be able to sue or continue to sue the Defendants for allegedly towing without a license or for overcharging for a nonconsensual tow from the Parking Lot. If you exclude yourself, you will not be legally bound by the Court’s judgment in this class action.

If you start your own lawsuit against any of the Defendants for a nonconsensual tow from the Parking Lot after you exclude yourself, you’ll have to hire and pay your own lawyer for that lawsuit, and you’ll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against the Defendants, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations. You must exclude yourself from this Settlement to continue your own lawsuit. Remember the exclusion deadline is **August 9, 2023**.

Note that if you exclude yourself from this lawsuit and in the future, you park in the Parking Lot, the changes made to the Defendants' policies and practices regarding the fee charged for towing vehicles would still apply to you.

15. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are not entitled to a payment under the Settlement.

THE LAWYERS REPRESENTING THE CLASS

16. Do I have a lawyer in this case?

Yes. The Court decided that Elizabeth Pollock-Avery, of the law firm Lynch Carpenter, LLP, and Joshua P. Ward, of the law firm J.P. Ward and Associates, LLC, are qualified to represent you and all Settlement Class Members. Together these attorneys and their firms are called "Class Counsel." They are experienced in handling similar cases against other companies and individuals. More information about these law firms, their practices, and their lawyers' experience is available at www.lcllp.com and www.jpward.com. You will not be charged individually for these lawyers.

17. Should I get my own lawyer?

You do not need to hire your own lawyer because Settlement Class Counsel is working on your behalf as a Settlement Class Member. If you want your own lawyer, you may hire one, but you will have to pay that lawyer. For example, you could ask him or her to appear in Court for you if you want someone other than Settlement Class Counsel to speak for you.

18. How will the lawyers and individuals representing the class be paid?

Settlement Class Counsel worked on a contingent basis, which means that they would receive a fee only if the lawsuit was successful. None of the lawyers have yet received any payment for their time or expenses. Settlement Class Counsel intends to ask the Court to approve an award of up to \$73,000.00 to be paid separately by Riverset, as attorneys' fees, costs, including Costs of Settlement Administration, and expenses to compensate them for their time, the financial risk they undertook, and the out-of-pocket costs that they advanced, and for the Costs of Settlement Administration.

The Settlement Class is represented by three named individuals Baris Arin, Skylar Lesko, and Kim Long. In addition to the benefits the Settlement Class Representatives will receive as members of the Settlement Class—and subject to the approval of the Court, these three individuals will receive Service Awards of up to \$1,250.00 for the efforts that they have expended on behalf of the Settlement Class.

The Court will determine whether to approve the amount of fees, costs, including Costs of Settlement Administration, and expenses requested by Settlement Class Counsel and the proposed Service Awards at the Final Approval Hearing scheduled for **October 16, 2023 at 9:30 a.m. EST**. Settlement Class Counsel will file an application for fees, costs, including Costs of Settlement Administration, and expenses, and Service Awards in advance of the Final Approval Hearing and the application will be available on the Settlement Website.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views. If you both object to the Settlement and seek to exclude yourself, you will be deemed to have excluded yourself and your objection will be deemed null and void.

Your objection must be in writing, and must include:

- the name of the Litigation: *Baris Arin, Skylar Lesko, and Kim Long, individually and on behalf of all others similarly situated v. Riverset Credit Union; and Brian Haenze d/b/a Auto Gallery & Accessories and as Tag*

Towing and Collision, GD-18-12065, in the Court of Common Pleas of Allegheny County, Pennsylvania, or a decipherable approximation;

- the full name of the objector and full name, address, email address, and telephone number of any person acting on the objector’s behalf;
- all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- such written statement must be filed with the Court and served on counsel for the parties no later than the Objection Date.

Any objection must be either filed electronically with the Court or mailed to the Clerk of Court, Settlement Class Counsel, *and* Riverset’s Counsel at the addresses set forth below. The objection must be filed with the Court—or if mailed it must be postmarked—no later than **August 9, 2023**.

Court	Class Counsel	Riverset Counsel
Clerk of Court Allegheny County Courthouse Room 114 436 Grant Street Pittsburgh, PA 15219	Elizabeth Pollock-Avery LYNCH CARPENTER, LLP 1133 Penn Avenue, 5th Floor Pittsburgh, PA 15222 Joshua P. Ward J.P. Ward and Associates, LLC 201 South Highland Avenue, Suite 201 Pittsburgh, PA 15206	Jeanne W. Sopher Litchfield Cavo LLP Two Gateway Center 603 Stanwix St. Floor 10 Pittsburgh, PA 15222

In addition, any Settlement Class Member that objects to the proposed Settlement may be required to appear for a deposition regarding the grounds for their objection and must provide, along with the objection, the dates when the objector will be available to be deposed up until five days before the Final Approval Hearing.

20. What is the difference between objecting and excluding myself/opting out?

Objecting is telling that Court that you do not like something about the Settlement and providing the reasons and legal basis as to why do you not like it. You can object to the benefits provided by the Settlement or other terms of the Settlement only if you stay in the Settlement Class. Excluding yourself or “opting out” is telling the Court that you do not want to be included in the Class. If you exclude yourself, you have no basis to object to the Settlement and related releases because the Settlement no longer affects you.

THE COURT’S FINAL APPROVAL HEARING

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on October 16, 2023 at 9:30 a.m. EST, in Courtroom 820 before Judge Philip A. Ignelzi of the Court of Common Pleas of Allegheny County, Pennsylvania, City-County Building, 414 Grant Street, Pittsburgh, PA 15219, or at such other time, location, and venue (including remotely by zoom) as the Court may order. This hearing date and time may be moved. Please refer to the Settlement Website for notice of any changes.

By no later than September 15, 2023, Settlement Class Counsel shall file a motion for final approval of the Settlement. Objectors, if any, shall file any response to Settlement Class Counsel’s motion no later than September 28, 2023. By no later than October 6, 2023, responses shall be filed, if any, to any filings by objectors, and any replies in support

of final approval of the Settlement and/or Settlement Class Counsel's application for attorneys' fees, costs, including Costs of Settlement Administration, expenses, and for Service Awards.

At the Final Approval Hearing, the Court will consider, among other things, whether the Settlement is fair, reasonable, and adequate; how much Settlement Class Counsel will receive as attorneys' fees, costs, including Costs Settlement Administration, and expenses; and whether to approve Service Awards to the Settlement Class Representatives. If there are objections, the Court will consider them. The Court will listen to people at the hearing who file in advance a timely notice of their intention to appear. At the Final Approval Hearing, the court will decide whether to approve the Settlement. However, there is no deadline by which the Court must make its decision.

22. Do I have to attend the hearing?

No. Settlement Class Counsel will answer questions that the Court may have. You are welcome, however, to come at your own expense. If you submit an objection, you do not have to come to the hearing. As long as you submitted your objection timely and in accordance with the requirements for objecting set out in the Settlement, the Court will consider it. You may also pay your own attorney to attend the hearing, but it is not required.

GETTING MORE INFORMATION

23. Are more details available?

Visit the website, www.RiversetTAGTowingSettlement.com, where you will find more information, including a copy of the Settlement Agreement.

You may contact the Settlement Administrator, Analytics Consulting LLC, at info@RiversetTAGTowingSettlement.com or by writing to:

Riverset TAG Towing Settlement Administrator
P.O. Box 2006
Chanhassen, MN 55317-2006

You may also speak to one of the lawyers by calling (412) 322-9243 or by writing to:

Riverset TAG Towing Class Action
Lynch Carpenter, LLP
Attn: Elizabeth Pollock-Avery
1133 Penn Avenue, 5th Floor
Pittsburgh, PA 15222

Please do not contact the Court or Defendants with questions about the Settlement.