

**IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA**

BARIS ARIN, SKYLAR LESKO, and KIM
LONG, individually and on behalf of all
others similarly situated;

Plaintiff,

v.

RIVERSSET CREDIT UNION; AND BRIAN
HAENZE d/b/a AUTO GALLERY &
ACCESSORIES and as TAG TOWING
AND COLLISION,

Defendants.

CIVIL DIVISION – CLASS ACTION
The Honorable Philip A. Ignelzi
Class Action Judge

No. GD-18-12065

**PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, CONDITIONAL
CLASS CERTIFICATION, AND
FOR AUTHORIZATION OF CLASS
NOTICE**

Filed on behalf of Plaintiffs

Counsel of Record for this Party:

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**IN THE COURT OF COMMON PLEAS
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BARIS ARIN, SKYLAR LESKO, and KIM
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CIVIL DIVISION – CLASS ACTION
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RIVERSSET CREDIT UNION; AND BRIAN
HAENZE d/b/a AUTO GALLERY &
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Defendants.

**PLAINTIFFS’ UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL
CLASS CERTIFICATION, AND FOR AUTHORIZATION OF CLASS NOTICE**

Plaintiffs Baris Arin, Skylar Lesko, and Kim Long respectfully move this Court for an order: (1) granting preliminary approval of the proposed Class Action Settlement and Release (“Agreement” or “Settlement”) between themselves and Defendant Riverset Credit Union (“Riverset”); (2) conditionally certifying a class action for purposes of settlement; and (3) authorizing the dissemination of notice to the Settlement Class members. In support of their motion, Plaintiffs state as follows:

1. Plaintiffs initiated this case against Defendants Riverset Credit Union and Brian Haenze d/b/a Auto Gallery & Accessories and as Tag Towing and Collision (“Tag Towing”) on September 18, 2018. (Doc. 1).

2. Riverset thereafter filed Preliminary Objections to the Complaint and Plaintiffs filed the operative Amended Complaint on February 5, 2019, alleging violations of 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. (Doc. 5 & 12).

3. On March 15, 2019, Riverset filed Preliminary Objections to the Amended Complaint which were subsequently fully briefed and argued by the Parties, and later overruled by the Court. (Doc. 13 & 18).

4. Riverset Answered the Amended Complaint on December 12, 2019, denying Plaintiffs’ asserted claims. (Doc. 23).

5. The Parties engaged in written and oral discovery, and on March 22, 2021, the Court consolidated seven other related cases for discovery purposes in advance of Plaintiffs filing their Motion for Class Certification. (Doc. 37).

6. On or about August 2021, the Parties commenced settlement discussions and on or around March 14, 2022, the Parties reached an agreement regarding the material terms of a settlement, which if approved by the Court, will resolve all claims in the litigation against Riverset.

7. On March 30, 2022, the Court stayed the litigation in order for the Parties to finalize the terms of a settlement. (Doc. 42 & 43).

8. After reaching a settlement in principle, the Parties began negotiating and drafting the written terms of their agreement, which resulted in the completion and execution of a Proposed Class Action Settlement Agreement and Release, which is attached hereto as **Exhibit A**.

9. The Parties propose certification of a class for settlement purposes only, defined as follows:

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.

10. The Settlement will provide total benefits worth up to \$90,000.00 to a class of at least 58 individuals. The Settlement benefits include: (1) Riverset's payment of \$17,000.00 to establish a Settlement Fund that will be used to pay Participating Class Members' Settlement Checks, and up to \$3,750.00 in Service Awards to the Plaintiffs, to the extent approved by the Court; (2) Riverset's separate payment of \$73,000.00 to cover Settlement Class Counsel's fees, costs, and expenses, including the Costs of Settlement Administration, to the extent approved by the Court; and (3) injunctive relief in which Riverset agrees to take reasonable steps to ensure no more than permitted by the City Ordinance is charged for a statutory lien for a non-consensual tow from the Parking Lot.¹

11. Under the Agreement, after the Service Awards are deducted from the Settlement Fund, Settlement Class Members may submit claims for a *pro rata* share of the remaining Settlement Fund. Each Settlement Class Member's share of the remaining Settlement Fund will depend on several factors, including the number of Settlement Class Members who file claims.

12. Certification of the proposed Settlement Class is warranted under Pa. R. Civ. P. 1702, 1708, and 1709 because the proposed class meets the numerosity, commonality, typicality, and adequacy of representation requirements, and further a class action is a fair and efficient method of adjudication, fully resolving the claims raised against Riverset in this action.

13. Plaintiffs request appointment of Elizabeth Pollock-Avery of Lynch Carpenter, LLP and Joshua P. Ward, of J.P. Ward & Associates LLC as Settlement Class Counsel (resumes attached as **Exhibits B** and **C**).

¹ The capitalized terms used in Plaintiffs' Motion shall be construed according to their meaning as defined in the Settlement Agreement and accompanying documents except as may otherwise be indicated.

14. Plaintiffs additionally request appointment of the named Plaintiffs as representatives of the Settlement Class.

15. Plaintiffs request approval of the proposed Agreement on the grounds that it falls within the range of reasonableness and that approval of this proposal will secure a monetary recovery for a significant number of individuals after four years of litigation.

16. Plaintiffs request approval of the Parties' proposed notice program, which contemplates individual notice to each Settlement Class Member to the extent possible via U.S. mail and publication notice for those that cannot be individually identified. The Parties' proposed Settlement Notice clearly informs Settlement Class Members of the material terms of the Settlement and the forms of relief available to Settlement Class Members; and the dates by which they must act. The Parties will also cause the creation of a Settlement Website at which Settlement Class Members can submit a Claim Form and access the Settlement Agreement and other related documents and information.

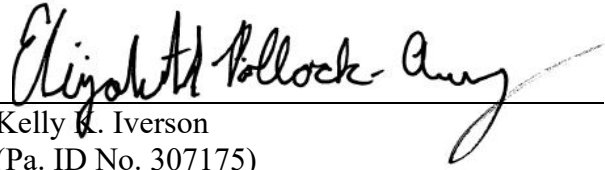
17. Plaintiffs request the approval of Analytics Consulting, LLC as the Settlement Administrator to provide notice and administration services.

18. In further support of their motion, Plaintiffs refer the Court to their attached brief.

WHEREFORE, Plaintiffs respectfully request that the Court: (1) preliminarily approve the proposed settlement agreement; (2) conditionally certify the proposed class for purposes of settlement; and (3) approving the proposed notice program.

Dated: April 10, 2023

Respectfully submitted,



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*Attorneys for Plaintiffs and the Proposed
Settlement Class*

Exhibit A

**IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA**

BARIS ARIN, SKYLAR LESKO, and KIM
LONG, individually and on behalf of all others
similarly situated;

Plaintiffs,

v.

RIVERSET CREDIT UNION; AND BRIAN
HAENZE d/b/a AUTO GALLERY &
ACCESSORIES and as TAG TOWING AND
COLLISION,

Defendants.

CIVIL DIVISION – CLASS ACTION

NO. GD-18-12065

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Subject to approval by the Court of Common Pleas of Allegheny County, this Class Action Settlement Agreement and Release (“Agreement” or “Settlement”) dated as the last of the signatures below, is entered into by and between Plaintiffs Baris Arin, Skylar Lesko, and Kim Long (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of all others similarly situated, and Defendant Riverset Credit Union (“Riverset” or “Defendant”), in the matter 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, in the Court of Common Pleas of Allegheny County, Pennsylvania (the “Litigation”). Settlement Class Representatives and Defendant are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, on September 18, 2018, Settlement Class Representatives initiated this Litigation by filing a Class Action Complaint against Riverset Credit Union and Brian Haenze d/b/a Auto Gallery & Accessories and as Tag Towing and Collision (“Tag Towing”) alleging non—consensual tows from a parking lot located at 53 South 10th Street, Pittsburgh, PA 15203 (the “Parking Lot”), which allegedly resulted in fees exceeding the maximum allowable as set forth under the Pittsburgh Code of Ordinances and Pennsylvania law;

WHEREAS, on February 5, 2019, Settlement Class Representatives filed an Amended Complaint;

WHEREAS, Settlement Class Representatives allege, that as a result of the non-consensual tows from the Parking Lot, Defendant 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;

WHEREAS, Defendant thereafter filed Preliminary Objections to the Settlement Class Representatives’ Amended Complaint, which were subsequently fully briefed and argued by the Parties, and later overruled by the Court;

WHEREAS, the Parties engaged in written and oral discovery, and on March 22, 2021, the Court consolidated seven other related cases for discovery purposes in advance of Settlement Class Members filing their Motion for Class Certification;

WHEREAS, after a series of negotiations, the Parties reached an agreement regarding the material terms of a settlement on March 14, 2022, which, if approved by the Court will resolve all claims against Defendant in the Litigation. Thereafter, the Parties drafted this Agreement;

WHEREAS, this Agreement resulted from good faith, arms'-length settlement negotiations, including multiple rounds of offers, demands, and counteroffers among counsel of the Parties;

WHEREAS, Settlement Class Counsel conducted a thorough examination and evaluation of the relevant law and facts to assess the merits of the claims to be resolved in the Agreement and how best to serve the interests of the Settlement Class. Based on this investigation and the negotiations described above, Settlement Class Counsel have concluded, taking into account the sharply contested issues involved, the risks, uncertainty, and cost of further prosecution of the Litigation, and the substantial benefits received by the Settlement Class pursuant to this Agreement, that a settlement with Defendant on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class;

WHEREAS, Defendant denies any wrongdoing whatsoever, and this Agreement shall in no event be construed or deemed to be evidence in any other litigation, including but not limited to as an admission or concession on the part of Defendant with respect to any claim of fault or liability or wrongdoing or damages whatsoever, any infirmity in the defense that Defendant asserted or would assert, or the Plaintiffs' ability to carry their burden of proof in the Litigation. Nevertheless, given the risks, uncertainties, burden, and expense of continued litigation Defendant has agreed to settle the Litigation on the terms as set forth in this Agreement, subject to Court approval;

WHEREAS, the Parties now agree to settle the Litigation in its entirety, without any admission of liability, with respect to all released claims of the Settlement Class Representatives and Participating Settlement Class Members (as defined below). The Parties intend this Agreement to bind the Settlement Class Representatives, Defendant, and all Participating Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, it is hereby stipulated and agreed by the Parties that the Litigation be settled, compromised, and dismissed on the merits and with prejudice with respect to Defendant, subject to preliminary and final Court approval, as required by Pa. R. Civ. P. 1714, on the following terms and conditions:

1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

- 1.1** "Agreement" means this agreement and the attached exhibits hereto, which sets forth all material terms and conditions of the Settlement between the Parties, and which is subject to Court approval.
- 1.2** "Approved Claim" means a claim for Settlement benefits from the Settlement Fund made using a Claim Form by a Participating Settlement Class Member found to be valid and, in an amount, approved by the Settlement Administrator.

- 1.3 “Check Cashing Period” means the time Participating Settlement Class Members have to negotiate their Settlement Checks. This period starts on the day the Settlement Administrator issues the Settlement Checks and runs for the next one-hundred twenty (120) days. However, the Settlement Administrator is authorized to reissue an expired, unredeemed, lost, destroyed, or never received Settlement Check, upon request of a Settlement Class Member, if such request is made within one-hundred eighty (180) days from the start of the Check Cashing Period.¹
- 1.4 “Claims Period” means period during which Settlement Class Members must submit a claim to be eligible for certain benefits under this Settlement. Settlement Class Members shall have sixty (60) days from the Notice Date to submit a Claim Form.
- 1.5 “Claim Form” means the claim form attached as **Exhibit 1** (including an electronic version thereof), or a claim form approved by the Court that is substantially similar to **Exhibit 1**, that a Settlement Class Member must complete and submit in order to be eligible for certain benefits under this Settlement.
- 1.6 “Class List” means a manipulable-electronic list (*i.e.*, in Excel format) containing the names and vehicle information of some Settlement Class Members that Tag Towing collected and sent to Riverset during the Relevant Period. The Class List does not contain information on all Settlement Class Members as Tag Towing collected and provided incomplete information during the Relevant Period.
- 1.7 “Costs of Settlement Administration” means all reasonable and actual costs and expenses of the Settlement Administrator associated with or arising from the settlement administration and notice program. The Costs of the Settlement Administration shall be paid to the Settlement Administrator by Settlement Class Counsel as set forth in this Agreement.
- 1.8 “Court” means the Court of Common Pleas of Allegheny County, Pennsylvania.
- 1.9 “Defendant” or “Riverset” means Riverset Credit Union.
- 1.10 “Defendant’s Counsel” means Litchfield Cavo, LLP.
- 1.11 “Effective Date” of this Agreement means the last date by which all of the following have occurred:
- i. the Parties have executed the Agreement;
 - ii. the Parties have submitted to the Court and the Court has entered the following: (a) Preliminary Approval Order and (b) Final Approval Order and Judgment; and

¹ All time periods provided by this Agreement are stated in calendar days, not business days, unless otherwise specifically identified.

- iii. the Final Approval Order and Judgment becomes final and is no longer subject to appeal or review.
- 1.12 “Final Approval Hearing” means the hearing to be held after notice has been provided to the Settlement Class Members, to determine whether the Settlement should obtain final approval.
- 1.13 “Final Approval Order and Judgment” means an order signed and entered by the Court, which approves this Agreement and dismisses the Litigation, in a form substantially similar to the Stipulation and Proposed Order of Dismissal, attached as **Exhibit 2**. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then the Final Approval Order and Judgment includes all such orders.
- 1.14 “Litigation” means the lawsuit entitled *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*, docketed at GD-18-12065.
- 1.15 “Notice Date” means the date by which the Settlement Administrator is required to send out the Settlement Notice, which shall be thirty (30) days after Settlement Class Counsel provides the Settlement Administrator with the Class List, unless the Court sets a different deadline.
- 1.16 “Objection Date” means the sixty (60) day period between the Notice Date and the date by which a Settlement Class Member must file objections, if any, with the Clerk of the Court and serve objections to the Settlement Administrator and the Parties.
- 1.17 “Opt Out Period” means the sixty (60) day period beginning immediately after the Notice Date.
- 1.18 “Parties” collectively means Plaintiffs Baris Arin, Skylar Lesko, and Kim Long and Defendant Riverset Credit Union.
- 1.19 “Participating Settlement Class Member” means each Settlement Class Member who submits a valid Claim Form.
- 1.20 “Participating Settlement Class Members’ Released Claims” means any and all claims, causes of action, demands, complaints, grievances, damages, debts, suits, dues, sums of money, actions and causes of action, known or unknown, accrued or unaccrued, of any nature whatsoever, whether in law, statutory or in equity, which they may have or claim to have against Defendant and/or any of the Releasees which occurred on or before the date of this Agreement, limited to the claims alleged in the Litigation, including any compensation, fees/costs, liquidated damages, penalties, interest, and all other relief under the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”), 73 P.S. § 201-1 *et seq.*, the Pennsylvania Fair Credit Extension Uniformity Act (“PaFCEUA”),

73 Pa. Stat. § 2270.1, *et seq.*, and all other state and local consumer protection or fair credit laws and common law theories in contract or tort arising or accruing during the Relevant Period, that they have or may have, whether known or unknown, against the Releasees that arose out of, or in anyway connected with the claims or facts alleged or set forth in the Litigation. The Release contained in this paragraph applies without limitation to all Releasees.

1.21 “Plaintiffs” or “Settlement Class Representatives” means Baris Arin, Skylar Lesko, and Kim Long.

1.22 “Plaintiffs’ Counsel” or “Settlement Class Counsel” means:

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1.23 “Preliminary Approval Order” means the order preliminarily approving the Settlement and, among other things, ordering that notice be provided to the Settlement Class Members, and in the form of, or materially in the form of, the proposed Preliminary Approval Order attached hereto as **Exhibit 3**.

1.24 “Releasing Parties” means the Settlement Class Representatives and all Participating Settlement Class Members, and each of their representatives, assigns, beneficiaries, estates, heirs, and the Settlement Class Representative’s counsel of record in this Litigation.

1.25 “Releasees” means Defendant and its officers, directors, agents, successors, predecessors, affiliates, parents, and subsidiaries.

1.26 “Relevant Period” is June 1, 2017 to November 5, 2018.

1.27 “Service Award” means payments to Plaintiffs as compensation for their involvement in this Litigation and their service on behalf of the Settlement Class Members. Each Service Award shall not exceed one thousand two hundred and fifty dollars and zero cents (\$1,250.00) and shall not collectively exceed three thousand seven hundred and fifty dollars and zero cents (\$3,750.00).

1.28 “Settlement Administrator” means the entity to be selected by the Parties, and approved by the Court to effectuate Settlement Notice, Settlement Administration, and payment of distributions per the terms of this Agreement.

1.29 “Settlement Check” means the check issued to each Participating Settlement Class Member for his or her share of the Settlement Fund calculated in accordance with this Agreement.

- 1.30** “Settlement Class Members” or “Settlement Class” means 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 §§ 252.05.
- 1.31** “Settlement Class Payment Amount” means the amount of seventeen thousand dollars and zero cents (\$17,000), which will be used to pay Participating Class Members’ Settlement Checks and the Service Awards. The Settlement Class Payment Amount does not include attorneys’ fees, costs, including Costs of Settlement Administration, and expenses.
- 1.32** “Settlement Class Representatives’ Released Claims” means, with respect to the Settlement Class Representatives, in their individual capacity, as opposed to their representative capacity, any and all claims, causes of action, demands, complaints, grievances, damages, debts, suits, dues, sums of money, actions and causes of action, known or unknown, accrued or unaccrued, of any nature whatsoever, whether in law, statutory or in equity, which they may have or claim to have against Defendant and/or any of the Releasees which occurred on or before the date of this Agreement. The Release contained in this paragraph applies without limitation to all Releasees. This Release specifically includes but is not limited to claims alleged in the Litigation, compensation, fees/costs, liquidated damages, penalties, interest, and all other relief under the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”), 73 P.S. § 201-1 *et seq.*, the Pennsylvania Fair Credit Extension Uniformity Act (“PaFCEUA”), 73 Pa. Stat. § 2270.1, *et seq.*, and all other state and local consumer protection or fair credit laws and common law theories in contract or tort arising or accruing during the Relevant Period, that they have or may have, whether known or unknown, against the Releasees.
- 1.33** “Settlement Fund” means the account established by the Settlement Administrator from the Settlement Class Payment Amount paid by Defendant. The Settlement Fund will be controlled by the Settlement Administrator subject to the terms of this Agreement and the Court’s orders. The Settlement Fund, as described in Section 3.1 below, is intended to be a “qualified settlement” fund within the meaning of Internal Revenue Code § 1468B and Treasury Regulation § 1.468B-1. Interest, if any, earned on any monies in the Settlement Fund will become part of the Settlement Fund.
- 1.34** “Settlement Notices” means the Court-approved form of notice to Settlement Class Members, which comprise notices in substantially the same form as the Notice(s) attached here to as **Exhibit 4** (for mail notice); **Exhibit 5** (for website); and **Exhibit 6** (for newspaper ads).
- 1.35** “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following the entry of the Preliminary Approval Order but no later than thirty (30) days after the Court enters the Preliminary Approval Order, as a means for the Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to the Settlement, Settlement Notice, Preliminary Approval Order, Complaint, and other such documents as Settlement Class Counsel and Defendant’s Counsel agree to post, or that the Court orders posted, on the website. These documents

shall remain on the Settlement Website at least sixty (60) days after the Effective Date. The Settlement Website shall not include any advertising.

- 1.36** “Tag Towing” means Brian Haenze d/b/a Auto Gallery & Accessories and as Tag Towing and Collision.
- 1.37** “Total Settlement Consideration” means the total amount Defendant will be required to pay under the terms of this Agreement. This will include Settlement Checks paid to Participating Class Members, attorneys’ fees, costs, including Costs of Settlement Administration, and expenses to be set by the Court, and the Service Awards.
- 1.38** As used herein, the plural of any defined term includes the singular thereof and the singular of any defined term includes the plural thereof, as the case may be.

2 APPROVAL AND NOTICE TO CLASS MEMBERS

2.1 This Agreement is a binding agreement and contains all material agreed-upon terms for the Parties to seek a full and final settlement of the Litigation.

2.2 The Settlement Administrator

- i. The duties of the Settlement Administrator shall be governed by the terms of the Settlement Agreement. The Settlement Administrator will be responsible for the following tasks:
- (a) researching and updating addresses for Class Members through any reasonable means, including but not limited to using the information in the Class List;
 - (b) implementing the Settlement Notice required by this Settlement pursuant to Section 2.4 of this Agreement;
 - (c) reporting on the status of the administration of the Settlement to the Parties;
 - (d) resolving any settlement payment dispute, in concert with the counsel for the Parties;
 - (e) providing the Parties with all necessary data;
 - (f) setting up, administering, and making payments from the Settlement Fund;
 - (g) calculating the settlement allocation for each Class Member;
 - (h) distributing Settlement Checks;

- (i) establishing a qualified settlement fund account;
 - (j) establishing and maintaining the Settlement Website;
 - (k) reviewing, determining the validity of, responding to, and processing all claims submitted by Class Members, pursuant to criteria established by this Settlement Agreement and the Claims Administration and Distribution Plan;
 - (l) making available to the Parties for inspection and review the Claim Forms and any supporting documentation submitted by Class member and any other information regarding the Settlement Administrator's review and validation process at any time upon reasonable notice;
 - (m) establishing and maintaining a post office box for requests for Claim Forms, exclusions, and objections to the Settlement;
 - (n) distributing all residual funds in accordance with Section 3.6 of this Agreement;
 - (o) submitting a declaration to the Court and counsel for the Parties at least ten (10) days before the date scheduled for Final Approval certifying that notice was provided in accordance with the terms of the Agreement, the total number Class Members who received the Settlement Notice, and the total number of Class Members who opted out of the Settlement; and
 - (p) performing such additional duties as the Parties and/or the Court may mutually direct.
- ii. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations contemplated by this Settlement have been fully carried out.
 - iii. All Costs of Settlement Administration will be paid from the Total Settlement Consideration and shall include all costs necessary to administer the Settlement.
 - iv. The Parties will have equal access to the Settlement Administrator and all information related to the administration of the Settlement, except communications sent to and from Participating Class Members, or communications sent to and from Class Members regarding legal advice.

- v. The Settlement Administrator shall provide information related to the administration of the Settlement to either Party upon request, except that the Settlement Administrator may not disclose the Social Security Numbers of Class Members for any reason.

2.3 Preliminary Approval

- i. Upon execution of this Settlement, Settlement Class Counsel shall promptly move the Court for an order granting the Preliminary Approval Motion.
- ii. Among other things, the Preliminary Approval Motion will ask the Court to: (i) issue and enter the Preliminary Approval Order approving the Settlement as fair, adequate, and reasonable; (ii) approve the Settlement Administrator, Settlement Notice, and Claim Form set forth herein, and form and content of the Settlement Notice and Claim Form; (iii) approve the procedures set forth in this Settlement for Class Members to exclude themselves from the Settlement or to object to the Settlement; (iv) stay all proceedings in the Litigation unrelated to the Settlement pending Final Approval of the Settlement; (v) stay and/or enjoin, pending Final Approval of the Settlement, any actions brought by Class Members concerning any Participating Settlement Class Members' Released Claims; and (vi) schedule a Final Approval Hearing at a date that provides sufficient time for the deadlines contemplated by this Settlement and that is convenient for the Court, at which time the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith and should be finally approved, and determine whether to approve Settlement Class Counsel's application for attorneys' fees, costs, including Costs of Settlement Administration, and expenses, and Service Awards.
- iii. If the Court denies approval of this Agreement, the Parties may seek reconsideration or appellate review of the decision denying approval of the Agreement. In the event reconsideration and/or appellate review is denied, or a mutually agreed-upon settlement modification is not approved, and the Parties decide to forego further negotiation of a settlement, the Litigation will proceed as if no settlement had been attempted. In that event, neither the Settlement, the Agreement, nor the Preliminary or Final Approval Motions may be used by or against any party under Rule 408 of the Pennsylvania Rules of Evidence.

2.4 Notice to Class Members

- i. Within ten (10) days after the entry of the Preliminary Approval Order, Settlement Class Counsel will provide the Settlement Administrator with the Class List.

- ii. Following Settlement Class Counsel's provision of the Class List to the Settlement Administrator, Settlement Notice to the Settlement Class shall be provided in the following manner by the Notice Date:
 - (a) A Notice consistent with **Exhibit 4** shall be mailed via First Class United States Mail (with an enclosed postage paid return envelope) by the Settlement Administrator by the Notice Date. The Notices will advise Class Members of the claims asserted in the Litigation, how to file a claim, how to exclude themselves from the Settlement, and the Settlement Website.
 - 1. The Settlement Administrator shall take all reasonable steps to obtain the current address for any Settlement Class Member or Participating Settlement Class Member for whom the Settlement Notice or Settlement Check, respectively, is returned by the post office as undeliverable, including using any available information to obtain better address information, and emailing Settlement Class Members or Participating Settlement Class Members about their current addresses, and shall attempt re-mailings. Any Settlement Notices or Settlement Checks returned as undeliverable shall be traced up to two (2) times to obtain a new address and be re-mailed by First Class United States Mail.
 - 2. The Parties are aware that the information contained in Class List is incomplete. In the case that the Settlement Administrator locates multiple individuals with the same name utilizing the Class List, an individual located in the Greater Pittsburgh, Pennsylvania region will be the presumptive Settlement Class Member to whom Notice should be provided.
 - 3. Before the end of the Claims Period, the Settlement Administrator shall send a claims reminder to the Settlement Class Members by mailing a postcard via First Class United States Mail (if an address is available).
- iii. The Settlement Administrator shall post the Notice consistent with **Exhibit 5** on the website established by the Settlement Administrator.
- iv. A Notice consistent with **Exhibit 6** shall be published in the Pittsburgh Post-Gazette and the Pittsburgh City Paper and remain published in each for no less than seven (7) consecutive days.

2.5 Procedure for Opting Out of the Class

- i. The Settlement Notice shall include a procedure for Settlement Class Members to opt out and exclude themselves from the Settlement by notifying, in writing, the Settlement Administrator, Settlement Class Counsel, and the Defendant's Counsel of their intent to exclude themselves from the Settlement. Such written requests for exclusion must be postmarked no later than the end of the Opt Out Period. The written request for exclusion must include 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.)*); the full name, address and telephone number of the Settlement Class Member or the name, address, telephone number, relationship, and signature of any individual who is acting on behalf of a deceased or incapacitated Settlement Class Member; the words "Request for Exclusion" at the top of the document or a statement in the body of the document requesting exclusion from the Settlement. The Settlement Administrator shall provide the Parties with copies of all opt-out requests on a weekly basis and a final list of all who have timely and validly excluded themselves from the Settlement, which Settlement Class Counsel may move to file with the Court no later than ten (10) days prior to the Final Approval Hearing. Any Settlement Class Member who does not provide a timely request for exclusion, or who does not provide all information required by this Settlement to exclude himself or herself, shall be bound by the terms of the Settlement, including all releases in the Settlement.
- ii. A Settlement Class Member who desires to be excluded but who fails to comply with the opt out procedure set forth herein shall not be excluded from the class.
- iii. Any Settlement Class Member who both objects to the Settlement and opts-out will be deemed to have opted-out, and the objection shall be deemed null and void.

2.6 Procedure for Objecting to the Class Action Settlement

- i. The Settlement Notice shall provide that Settlement Class Members who wish to object to the Settlement must file with the Court and serve on counsel for the Parties a written statement objecting to the Settlement. The notice of the objection must be postmarked no later than the Objection Date. For an objection to be considered by the Court, the Settlement Class Member's written objection must include:

- (a) identification of the Litigation;
 - (b) the objector’s full name, address, telephone number, and email address;
 - (c) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
 - (d) the identity of all counsel who represent the objector, if any; and
 - (e) 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.
- ii. Settlement Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.
 - iii. Any Settlement Class Member who both objects to the Settlement and opts-out will be deemed to have opted-out, and the objection shall be deemed null and void.

2.7 Final Approval

- i. Plaintiffs’ Motion for Preliminary Approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur, which shall be sufficiently far in advance to allow for the deadlines contemplated by this Settlement. The Deadlines are as follows:

<u>Event</u>	<u>Deadline</u>
Class Counsel to Provide Class List to Settlement Administrator	10 days after the entry of the Preliminary Approval Order
Notice Date	40 days after the entry of the Preliminary Approval Order
Objection and Opt-Out Deadline	100 days after the entry of the Preliminary Approval Order
Claims Deadline	100 days after the entry of the Preliminary Approval Order
Final Approval Hearing:	A date to be set by the Court no earlier than 150 days after

	the entry of the Preliminary Approval Order
Application for Attorneys' fees, costs, including Costs of Settlement Administration, and expenses, and Service Awards ("Fee Application")	86 days after the entry of the Preliminary Approval Hearing
Motion for Final Approval of the Settlement ("Final Approval Motion")	30 days prior to Final Approval Hearing
Objectors', if any, Response to Final Approval Motion and Fee Application	17 days prior to Final Approval Hearing
Replies in Support of Final Approval and Fee Motions	10 days Prior to Final Approval Hearing

- ii. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and Judgment granting Final Approval of the Settlement, and whether to approve Settlement Class Counsel's application for attorneys' fees, expenses, costs, including Costs of Settlement Administration, and Service Awards. The proposed Final Approval Order and Judgment that will be filed with the Final Approval Motion shall be in a form agreed upon by Settlement Class Counsel and Defendant's Counsel as set forth in **Exhibit 2** attached hereto. Such proposed Final Approval Order and Judgment shall, among other things:
- (a) determine that the Settlement is fair, adequate, and reasonable;
 - (b) determine that the Settlement Notice provided satisfied the Pennsylvania Rules of Civil Procedure and due process requirements;
 - (c) dismiss all claims in the Complaint and Litigation with prejudice;
 - (d) bar and enjoin the Releasing Parties from asserting any of the Settlement Class Representatives' Released Claims and the Participating Settlement Class Members' Released Claims, including during the pendency of any appeal from the Final Approval Order and Judgment;
 - (e) release and forever discharge Releasees from the Settlement Class Representatives' Released Claims and the Participating Settlement Class Members' Released Claims, as provided in this Settlement Agreement; and
 - (f) reserve the Court's continuing and exclusive jurisdiction over Defendant and all Settlement Class Members (including all

objectors) to administer, supervise, construe, and enforce this Settlement in accordance with its terms.

3 SETTLEMENT TERMS

3.1 Settlement Payments

- i. In no event shall Defendant be required to pay or provide more than the Total Settlement Consideration of \$90,000 in connection with this Settlement.
- ii. Within thirty (30) days after the Effective Date of this Agreement, Defendant shall cause to be deposited the Settlement Class Payment Amount into the Settlement Fund.
- iii. The Parties intend the Settlement Fund to be a “qualified settlement fund” under Internal Revenue Code § 468B and Treasury Regulation § 1.468B-1. Accordingly, Defendant shall retain no rights or reversionary interests in the Class Payment Amount once transferred to the Settlement Fund.
- iv. The Settlement Administrator shall use the Settlement Fund to pay for the following in this order:
 - (a) The Service Awards; and
 - (b) Settlement Class Members’ Settlement Checks.
- v. The Settlement Administrator will mail the Settlement Checks via First Class United States Mail to Participating Settlement Class Members, as described in Section 3.5, within thirty (30) days of the Effective Date of this Agreement.
- vi. If any remaining portion of the Settlement Fund remains at the close of the Check Cashing Period or the extended Check Cashing Period, it will be distributed as described in Section 3.6.

3.2 Costs of Settlement Administration

- i. Costs of Settlement Administration will be paid by the attorneys for the Settlement Class.

3.3 Payment Associated with Attorneys’ Fees and Costs, including Costs of Settlement Administration

- i. Defendant will pay Settlement Class Counsel’s Court-approved attorneys’ fees, costs, including Costs of Settlement Administration, and expenses in

an amount not to exceed a combined total of seventy-three thousand dollars and zero cents (\$73,000.00). Defendant shall make such payment to Settlement Class Counsel by wire within thirty (30) days of the Effective Date. This amount shall constitute full satisfaction of any claim for attorneys' fees, costs, including Costs of Settlement Administration, and expenses against Defendant, and Settlement Class Counsel agrees that they shall not seek, nor be entitled to, any additional attorneys' fees or costs under any theory or from any source incurred in relation to this case.

- ii. Settlement Class Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys' fees, costs, including Costs of Settlement Administration, and expenses awarded by the Court among Plaintiffs' counsel of record.
- iii. Notwithstanding anything herein, no decision by the Court, or modification or reversal or appeal of any decision by the Court, that fails to approve, in whole or in part, the amounts of requested attorneys' fees, costs, including Costs of Settlement Administration, and expenses will prevent the Agreement from becoming effective, nor will it be grounds for termination of this Agreement. If the Court declines to approve, in whole or in part, the requested attorneys' fees, costs, including Costs of Settlement Administration, and expenses in the amount set forth above, or at all, the remaining provisions of this Agreement will remain in full force and effect. The finality or effectiveness of the Settlement will not be dependent on the Court awarding Settlement Class Counsel any particular amount of attorneys' fees.

3.4 Payment Associated with Service Award to Plaintiffs

- i. Defendant shall not oppose Settlement Class Counsel's request for Service Awards to be paid from the Settlement Fund to Plaintiffs. The Service Awards shall not exceed one thousand two-hundred and fifty dollars (\$1,250.00) per Plaintiff, and a collective total of three thousand seven hundred and fifty dollars (\$3,750.00). The Service Awards shall be paid from the Settlement Fund by the Settlement Administrator within thirty (30) days of the Effective Date. The Settlement Administrator shall send such payment to Plaintiffs care of Settlement Class Counsel by check or wire transfer to Settlement Class Counsel.
- ii. These Service Awards and any requirements for obtaining any such payment are separate and apart from, and in addition to, potential recovery for Plaintiffs pursuant to this Agreement.
- iii. Notwithstanding anything herein, no decision by the Court, or modification or reversal or appeal of any decision by the Court, that fails to approve, in whole or in part, the amounts of requested Service Awards will prevent the

Agreement from becoming effective, nor will it be grounds for termination of this Agreement. If the Court declines to approve, in whole or in part, the requested Service Awards in the amount set forth above, or at all, the remaining provisions of this Agreement will remain in full force and effect. The finality or effectiveness of the Settlement will not be dependent on the Court awarding Service Awards.

3.5 Distribution of Payments to Participating Settlement Class Members

- i. Payments from the Settlement Fund will be made on a claims-made basis. This means that only Settlement Class Members who submit an Approved Claim will receive Settlement Checks.
 - (a) Claims Period. The Claims Period will run for sixty (60) days from the Notice Date.
 - (b) Claims Process. Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically through the Settlement Website or by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked before midnight on the final day of the Claims Period. All Claim Forms must be submitted during the Claims Period and in the manner set forth in this Agreement.
 1. The Settlement Administrator will mail copies of the Claim Forms and Settlement Notice to Settlement Class Members (if possible). The Settlement Administrator shall also make Claim Forms available on the Settlement Website. Settlement Class Members submitting a claim must submit an accurate and complete Claim Form signed under penalty of perjury to the Settlement Administrator.
 2. In its discretion, to be reasonably exercised, the Settlement Administrator will review, determine the validity of, and process all claims submitted by Settlement Class Members. The Settlement Administrator may require supplementation of a completed Claim Form or additional information needed to validate or audit a claim. To the extent that a Settlement Class Member fails to provide any supplementation or additional information if requested, the Settlement Administrator may determine that the Settlement Class Member failed to submit a valid claim and therefore reject that claim.

3. The Settlement Administrator will process valid claims of Settlement Class Members and distribute payments after the Effective Date.
 4. A Settlement Class Member who submits a valid Claim Form will be deemed to be a Participating Settlement Class Member.
- ii. Allocation of Settlement Fund. After the Service Awards are deducted from the Settlement Fund, the Settlement Fund will be used to pay Participating Settlement Class Members' Settlement Checks. Each Settlement Check will be equal to a pro rata share of the remaining funds in the Settlement Fund.
 - iii. All Settlement Class Members who submit valid Claim Forms shall be sent Settlement Checks. The back of the Settlement Checks will include a statement providing that "I understand that by cashing, depositing, or otherwise negotiating this check I will be deemed to have participated in the case of *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 and, in doing so, acknowledge and agree that I am releasing claims I may have against Riverset Credit Union related to their use of Tag Towing for any alleged non-consensual tow from the parking lot located at 53 South 10th Street, Pittsburgh, PA 15203."
 - iv. The Settlement Administrator's calculations regarding a Participating Settlement Class Member's distribution from the Settlement Fund will be final and binding.
 - v. The Settlement Administrator shall use reasonable efforts to make one additional mailing to Participating Settlement Class Members whose checks are returned because of incorrect addresses. Such efforts shall include: (a) obtaining correct addresses as described in Section 2.4 and/or (b) attempting to reach these individuals by phone and/or e-mail.
 - vi. Participating Settlement Class Members receiving a Settlement Check will have the duration of the Check Cashing Period to negotiate their checks. Settlement Checks not cashed during the Check Cashing Period shall no longer be valid. However, the Settlement Administrator is authorized to reissue an expired, unredeemed, lost, destroyed, or never received Settlement Check, upon request of a Participating Settlement Class Member, if such request is made within one-hundred eighty (180) days from the start of the Check Cashing Period. Any reissued Settlement Checks not cashed within one-hundred eighty (180) days from the start of the of the Check Cashing Period shall become void, and the Settlement Administrator shall issue a "stop payment" thereon.

3.6 Distribution of Residual Funds

The Parties anticipate that, as a result of Participating Settlement Class Members' failure to redeem Settlement Checks, some funds may still remain in the Settlement Fund after the close of the Check Cashing Period and all Participating Settlement Class Members have had a reasonable opportunity to request reissued Settlement Checks. On or after one-hundred eighty (180) days after the initial issuance of Settlement Checks, the Parties will instruct the Settlement Administrator to disburse 50% of the residual funds to the Pennsylvania Interest on Lawyers Trust Account Board, and to disburse the remaining 50% to 412 Food Rescue.

3.7 Non-Monetary Relief

Defendant agrees to take reasonable steps to ensure no more than permitted by City Ordinance is charged for a statutory lien for a non-consensual tow from its parking lot. Riverset further agrees that it will post in the Parking Lot, which forms the basis of this Litigation, signage advising to potential parkers that they may be towed if they are not patronizing Defendant's property and advising that the tow fee charged will not exceed the amount permitted by Pittsburgh, PA Code of Ordinances §§ 525.05 and 525.02.

4 RELEASE OF CLAIMS

- 4.1** Plaintiffs, in their individual, as opposed to representative capacities, and on behalf of their respective representatives, executors, administrators, successors, assigns, and all persons or entities claiming any right or rights through them shall be deemed to forever release, covenant not to sue, acquit, discharge, and waive in favor of the Releasees, the Settlement Class Representatives' Released Claims.
- 4.2** Plaintiffs are entering into the Settlement Agreement on behalf of themselves individually, and as representatives of the Class, of their own free will and without the receipt of any consideration other than what is provided in the Settlement Agreement or disclosed to and authorized by the Court. Plaintiffs have reviewed the terms of the Agreement and believe them to be fair and reasonable, and covenant that they will not opt out of the Class or object to the Agreement.
- 4.3** By participating in the Settlement, Participating Settlement Class Members on behalf of themselves and their respective representatives, executors, family members, administrators, successors, assigns, and all persons or entities claiming any right or rights through them shall be deemed to forever release, covenant not to sue, acquit, discharge and waive in favor of the Releasees, the Participating Settlement Class Members' Released Claims.
- 4.4** The Parties agree that by entering into this Agreement, Defendant does not release any rights to pursue Tag Towing for a claim of indemnification or contribution related to this

Settlement. However, Defendant shall not pursue Tag Towing for a claim for indemnification or contribution until after it has paid the Total Settlement Consideration.

5 PARTIES' AUTHORITY

5.1 The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof.

6 MUTUAL COOPERATION

6.1 The Parties agree to reasonably cooperate with each other and to take all steps necessary and appropriate to obtain the Court's approval of this Agreement and all of its terms and to effectuate the terms of this Agreement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their commercially reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of Court, or otherwise, to effectuate this Agreement and the terms set forth herein.

7 NOTICES

7.1 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

For Plaintiffs and/or Settlement Class: Elizabeth Pollock Avery
Lynch Carpenter LLP
1133 Penn Ave, 5th floor
Pittsburgh PA, 15222
Email: elizabeth@lcllp.com
Phone: 412.322.9243

OR

Joshua P. Ward
J.P. Ward & Associates
201 S. Highlight Ave, Suite 201
Pittsburgh, PA 15206
Email: Jward@jpward.com
Phone: 412.545.3016

For Defendant/Riverset: Jeanne W. Sopher
Litchfield Cavo, LLP
Two Gateway Center
603 Stanwix St.

Floor 10
Pittsburgh, PA 15222
Email: sopher@litchfieldcavo.com
Phone: 412.29.8240

8 NO ADMISSION OF LIABILITY

- 8.1** Defendant denies all of the allegations made by Plaintiffs in the Litigation and denies that it is liable or owes damages to anyone with respect to the alleged facts or causes of action asserted in the Litigation. Nonetheless, without admitting or conceding any liability or damages whatsoever, Defendant has agreed to settle the Litigation on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of continuing the Litigation.
- 8.2** Settlement Class Counsel and Settlement Class Representatives believe that the claims asserted in the Litigation have merit, and they have examined and considered the benefits to be obtained under the Agreement, risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and likelihood of success on the merits of the litigation. Settlement Class Counsel and Settlement Class Representatives have concluded that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

9 INTERPRETATION AND ENFORCEMENT OF MISCELLANEOUS TERMS

- 9.1** Further Acts. Each party, upon the request of any other party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.
- 9.2** No Solicitation of Settlement Objections. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or to appeal from any orders of the Court granting Preliminary Approval, Final Approval Order and Judgment
- 9.3** No Assignment of Claims. Settlement Class Representatives represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action, and any attempt to do so shall be of no force or effect.
- 9.4** Successors and Assigns. This Agreement shall be binding upon the successors and assigns of Defendant.
- 9.5** Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.

- 9.6 Binding Effect. This Agreement shall be binding upon the Parties and, with respect to Defendant, their affiliates, parents, subsidiaries, predecessors, successors, employees, and agents; and, with respect to Settlement Class Representatives and Settlement Class Members, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys, and assigns.
- 9.7 Arms'-Length Transaction; Materiality of Terms. The Parties have negotiated all of the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.
- 9.8 Captions. The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 9.9 Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore, the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.
- 9.10 Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the Commonwealth of Pennsylvania.
- 9.11 Survival. The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.
- 9.12 Continuing Jurisdiction. The Court shall retain jurisdiction over the interpretation and implementation of this Agreement, as well as any and all matters arising out of or related to the interpretation or implementation of this Agreement and of the Settlement contemplated thereby.
- 9.13 Waivers, etc. to be in Writing. No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification, or amendment, with any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- 9.14 Counterparts. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same

original instrument. An electronic copy, PDF, or facsimile of an original signed counterpart shall be deemed an original for all purposes.

- 9.15** Facsimile, E-mail, and Electronic Signatures. Signature pages may be executed by “wet” signature (*i.e.*, using pen and paper) or electronic signature (*i.e.*, using DocuSign). The executed signature pages may be delivered using facsimile or electronic means, including PDF or similar file type transmitted via email, cloud-based server, or e-signature technology.
- 9.16** Exhibits. The Exhibits to this Agreement are expressly incorporated by reference and made part of the terms and condition set forth herein.
- 9.17** Signatories. This Agreement is valid and binding if signed by Defendant’s authorized representative and the Settlement Class Representatives, and approved by the Court.

WE AGREE TO THESE TERMS.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

AGREED TO AND ACCEPTED:

By: Baris Arin
Baris Arin (Jan 26, 2023 10:57 EST)

For Plaintiffs

Date: 01/26/2023

By: _____

For Riverset Credit Union

Date: _____

By: _____

For Plaintiffs

Date: _____

By: _____


For Plaintiffs

Date: _____

WE AGREE TO THESE TERMS.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

AGREED TO AND ACCEPTED:

By:  Skylar Lesko (Jan 26, 2023 12:40 EST)

For Plaintiffs

Date: 01/26/2023

By: _____

For Riverset Credit Union

Date: _____

By: _____

For Plaintiffs

Date: _____

By: _____

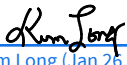
For Plaintiffs

Date: _____

WE AGREE TO THESE TERMS.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

AGREED TO AND ACCEPTED:

By: 
By: [Kim Long \(Jan 26, 2023 14:50 EST\)](#)

For Plaintiffs

Date: 01/26/2023

By: _____

For Riverset Credit Union

Date: _____

By: _____

For Plaintiffs

Date: _____

By: _____

For Plaintiffs

Date: _____

WE AGREE TO THESE TERMS.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

AGREED TO AND ACCEPTED:

By: _____

For Plaintiffs

Date: _____

By: _____

For Plaintiffs

Date: _____

By: _____

For Plaintiffs

Date: _____



By: ANGELO C. LUCATORTO, CEO
ALLEGENT COMMUNITY F.C.U.

ON BEHALF OF
~~For~~ Riverset Credit Union

Date: 1-31-2023

Exhibit 1

EXHIBIT 1 – CLAIM FORM

CLAIM FORM [ONLINE]

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, Court of Common Pleas of Allegheny County, Pennsylvania.

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE [DATE].

If you prefer, you may print a copy of the Claim Form here [insert link to printable claim form] and submit a completed Claim Form by mail.

If you submit a Claim Form that is incomplete or inaccurate, it may be rejected, and you will be precluded from obtaining a benefit under the Settlement Agreement

I. PLEASE PROVIDE THE FOLLOWING INFORMATION:

[Response Field:] Street Address:

[Response Field:] State, Zip Code:

[Response Field:] Email Address:

II. COMPLETE THE FOLLOWING ATTESTATIONS IF TRUE: By checking the box, I attest that the statement below is true:

[] To the best of my knowledge and recollection, and under penalty of perjury, I attest that I was an owner or operator whose passenger car, light truck, motorcycle, or scooters was non-consensually towed from the parking lot located at 53 South 10th Street, Pittsburgh, PA 15203 by Brian Haenze d/b/a Auto Gallery & Accessories and as Tag Towing and Collision between June 1, 2017 and November 5, 2018, and who, as a result was charged and paid a fee in excess of the limits then set by Pittsburgh, PA Code of Ordinances §§ 525.05 and 525.02, and I did not request to be excluded from the Class.

III. ACKNOWLEDGEMENT

I understand that by submitting this claim form and receiving the settlement benefits, as of the Operative Date, I will be bound by the Court's judgment and will be releasing certain claims against Riverset Credit Union, and certain others. I understand that the full text of the release is available on the settlement administrator's website, and that I have had an opportunity to review the release language before submitting this claim form.

I certify under penalty of perjury that the information provided above is true and correct and that the submission of false information may subject me to civil and/or criminal penalties.

(Electronic Signature) [Type Full Name] [Response Field] Dated: _____

CLAIM FORM [PRINTABLE]

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, Court of Common Pleas of Allegheny County, Pennsylvania.

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE [DATE]:

[SETTLEMENT ADMINISTRATOR ADDRESS]

If you submit a Claim Form that is incomplete or inaccurate, it may be rejected, and you will be precluded from obtaining a benefit under the Settlement Agreement.

Please do not mail or deliver this form to the court or to any of the Parties or their counsel. In addition, do not contact the Judge or Clerk of the Court or a representative of Riverset Credit Union or Brian Haenze d/b/a Auto Gallery & Accessories and as Tag Towing and Collision.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Name: _____

Home Address: _____

City, State, Zip Code: _____

COMPLETE THE FOLLOWING ATTESTATION IF TRUE:

By Checking the box, I attest that the statement below is true:

[] To the best of my knowledge and recollection, and under penalty of perjury, I attest that I was an owner or operator whose passenger car, light truck, motorcycle, or scooters was non-consensually towed from the parking lot located at 53 South 10th Street, Pittsburgh, PA 15203 by Brian Haenze d/b/a Auto Gallery & Accessories and as Tag Towing and Collision between June 1, 2017 and November 5, 2018, and who, as a result was charged and paid a fee in excess of the limits then set by Pittsburgh, PA Code of Ordinances §§ 525.05 and 525.02, and I did not request to be excluded from the Class.

ACKNOWLEDGEMENT:

I understand that by submitting this claim form and receiving the settlement benefits, as of the Operative Date, I will be bound by the Court's judgment and will be releasing certain claims against Riverset Credit Union, and certain others. I understand that the full text of the release is available on the settlement administrator's website, and that I have had an opportunity to review the release language before submitting this claim form.

I certify under penalty of perjury that the information provided above is true and correct and that the submission of false information may subject me to civil and/or criminal penalties.

Signature: _____

Dated: _____

Exhibit 2

**IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA**

BARIS ARIN, SKYLAR LESKO, and KIM LONG, individually and on behalf of all others similarly situated;

Plaintiffs,

v.

RIVERSET CREDIT UNION; AND BRIAN HAENZE d/b/a AUTO GALLERY & ACCESSORIES and as TAG TOWING AND COLLISION,

Defendants.

CIVIL DIVISION – CLASS ACTION

NO. GD-18-12065

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

On _____, this Court entered an order granting preliminary approval (the “Preliminary Approval Order”) of the Settlement between the Plaintiffs Baris Arin, Skylar Lesko, and Kim Long, on behalf of themselves and the Settlement Class, and Defendant Riverset Credit Union (“Riverset”) as memorialized in the attachment to Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement;¹

On _____, pursuant to the notice requirements set forth in the Settlement and in the Preliminary Approval Order, the Settlement Class was apprised of the nature and pendency of the Litigation, the terms of the Settlement, and their rights to request exclusion, file claims, object, and/or appear at the final approval hearing;

¹ The capitalized terms used in this Final Approval Order and Judgment shall be construed according to their meaning as defined in the Class Action Settlement Agreement and Release except as may otherwise be indicated.

On _____, Plaintiffs filed their Motion for Final Approval of the Class Action Settlement (“Final Approval Motion”) and accompanying Memorandum of Law and supporting exhibits, and on _____ Settlement Class Counsel filed their Application for Attorneys’ Fees, Expenses and Service Awards and accompanying Memorandum of Law and supporting exhibits (“Fee Application”); and

On _____, the Court held a final approval hearing to determine, *inter alia*: (1) whether the Settlement is fair, reasonable, and adequate; and (2) whether judgment should be entered dismissing all claims in the Second Amended Complaint with prejudice. Prior to the final approval hearing, Settlement Class Counsel filed a declaration from the Settlement Administrator confirming that the Notice was completed in accordance with the Parties’ instructions and the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the final approval hearing in support of or in opposition to the proposed Settlement, the award of attorneys’ fees, costs, including Costs of Settlement Administration, and expenses, and the payment of Service Awards.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and Counsel for Riverset, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys’ fees, costs, including Costs of Settlement Administration, and expenses, and the application for Service Awards, and having reviewed the materials in support thereof, and good cause appearing in the record and Plaintiffs’ Final Approval Motion is **GRANTED**, and Class Counsel’s Fee Application is **GRANTED**, and:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class Members. The Court also has personal jurisdiction over the Parties and the Settlement Class Members.

2. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive.

3. The Settlement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

4. This Court grants final approval of the Settlement, including but not limited to the releases in the Settlement and the plans for distribution of the settlement relief. The Court finds that the Settlement is in all respects fair, reasonable, and in the best interest of the settlement Class. Therefore, all Settlement Class Members who have not opted out are bound by the Settlement and this Final Approval Order and Judgment.

5. The Settlement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

6. The Parties shall effectuate the Settlement in accordance with its terms.

Objections and Opt Outs

7. _____ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement approval, and the objections are hereby overruled in all respects

8. All persons who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including but not limited to by appeal, collateral attack, or otherwise.

9. A list of those Settlement Class Members who have timely and validly elected to opt out of the Settlement and the Class in accordance with the requirements in the Settlement (the “Opt-Out Members”) has been submitted to the Court in the Declaration of _____, filed in advance of the final approval hearing. That list is attached as **Exhibit A** to this Order. The persons and/or entities listed in **Exhibit A** are not bound by the Settlement, this Final Approval Order and Judgment, and are not entitled to any of the benefits under the Settlement. Opt-Out Members listed in **Exhibit A** shall be deemed not to be Releasing Parties.

Notice to the Class

10. The Court finds that the Notice Program, set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, satisfied Pa. R. Civ. P. 1712 and 1714, the constitutional requirement of due process, and any other legal requirements, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Litigation, the existence and terms of the Settlement, their right to exclude themselves, their right to object to the Settlement and to appear at the Final Approval Hearing, and satisfied the other requirements of the Pennsylvania Rules of Civil Procedure and all other applicable laws.

Class Certification

11. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby finally certifies for settlement purposes only the following Settlement Class:

12. The Court determines that for settlement purposes the Settlement Class meets all the requirements of Pa. R. Civ. P. 1702, 1708, and 1709, namely that the class is so numerous that joinder of all members is impracticable; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the class, as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; and that a class action is a fair and efficient method for adjudicating this controversy.

13. The court grants final approval to the appointment of Baris Arin, Skylar Lesko, and Kim Long as Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

14. The Court grants final approval to the appointment of Elizabeth Pollock-Avery of Lynch Carpenter, LLP, and Joshua P. Ward of J.P. Ward and Associates, LC, as Settlement Class Counsel. The Court concludes that Settlement Class Counsel have adequately represented the Settlement Class and will continue to do so.

**Award of Attorneys' Fees, Costs, Including
Costs of Settlement Administration, and Expenses and Service Awards**

15. The Court has considered Settlement Class Counsel's Motion for attorneys' fees, costs, including Costs of Settlement Administration, and expenses, and for Service Awards.

16. For the purpose of Settlement only, Plaintiffs are considered the prevailing party under Pa. Stat. § 201-9.2 of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”).

17. Pursuant to Rule 1717 and applicable caselaw, the Court awards Settlement Class Counsel \$73,000 as an award of reasonable attorneys’ fees and reimbursement of reasonable costs, including Costs of Settlement Administration, and expenses in accordance with the Settlement. The Court finds this amount of fees, costs, including Costs of Settlement Administration, and expenses to be fair and reasonable in light of: (1) the time and effort reasonably expended by Settlement Class Counsel in the litigation; (2) the quality of the services rendered; (3) the results achieved and benefits conferred upon the Settlement Class; (4) the magnitude, complexity, and uniqueness of the litigation, and (5) the fact that Settlement Class Counsel provided their services on a contingency fee basis. This award of attorneys’ fees, costs, including Costs of Settlement Administration, and expenses shall be paid by the Riverset in accordance with the Settlement. This award of attorneys’ fees, costs, including Costs of Settlement Administration, and expenses is independent of the Court’s consideration of the fairness, reasonableness, and adequacy of the Settlement.

18. The Court grants Class Counsel’s request for Service Awards and awards of \$1,250 to each named Plaintiff: Baris Arin, Skylar Lesko, and Kim Long.

19. The Court finds that these payments are justified by their service to the Settlement Class. This Service Award shall be paid by the Riverset in accordance with the Settlement.

Other Provisions

20. The Parties to the Settlement shall carry out their respective obligations thereunder.

21. Within the time period set forth in the Settlement, the relief provided for in the Settlement shall be made available to Participating Settlement Class Members, pursuant to the terms and conditions of the Settlement.

22. As of the Effective Date, the named Plaintiffs in their individual, as opposed to representative capacities, and on behalf of their respective executors, administrators, successors, assigns, and all persons or entities claiming any right or rights through them shall be deemed to forever release, covenant not to sue, acquit, discharge, and waive in favor of the Releasees, any and all claims, causes of action, demands, complaints, grievances, damages, debts, suits, dues, sums of money, actions and causes of action, known or unknown, accrued or unaccrued, of any nature whatsoever, whether in law, statutory or in equity, which either may have or claim to have against Defendant and/or any of the Releasees which occurred on or before the date of this Agreement. The Release contained in this paragraph applies without limitation to all Releasees. This Release specifically includes but is not limited to claims alleged in the Litigation, compensation, fees/costs, liquidated damages, penalties, interest, and all other relief under the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”), 73 P.S. § 201-1 *et seq.*, and all other state and local consumer protection or fair credit laws and common law theories in contract or tort arising or accruing during the Relevant Period, that they have or may have, whether known or unknown, against the Releasees that arose out of, or in connection with the claims or facts alleged or set forth in the Litigation.

23. As of the Effective Date, Participating Settlement Class Members on behalf of themselves and their respective executors, family members, administrators, successors, assigns, and all persons or entities claiming any right or rights through them shall be deemed to forever release, covenant not to sue, acquit, discharge and waive in favor of the Releasees, any and all

claims, causes of action, demands, complaints, grievances, damages, debts, suits, dues, sums of money, actions and causes of action, known or unknown, accrued or unaccrued, of any nature whatsoever, whether in law, statutory or in equity, which either may have or claim to have against Defendant and/or any of the Releasees which occurred on or before the date of this Agreement. The Release contained in this paragraph applies without limitation to all Releasees. This Release is limited to the claims alleged in the Litigation, including any compensation, fees/costs, liquidated damages, penalties, interest, and all other relief under the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”), 73 P.S. § 201-1 *et seq.*, and all other state and local consumer protection or fair credit laws and common law theories in contract or tort arising or accruing during the Relevant Period, that they have or may have, whether known or unknown, against the Releasees that arose out of, or in connection with the claims or facts alleged or set forth in the Litigation.

24. By entering this Agreement, Riverset does not release any rights to pursue Tag Towing for a claim of indemnification or contribution related to this Settlement. However, Riverset shall not pursue Tag Towing for a claim for indemnification or contribution until after it has paid the Total Settlement Consideration.

25. The Settlement Class Representatives and Participating Settlement Class Members are enjoined from prosecuting any Released Claims in any proceeding against Defendant Riverset Credit Union or prosecuting any claim based on any actions taken by Defendant Riverset Credit Union that are authorized or required by this Settlement or by the Final Approval Order and Judgment. It is further agreed that the Settlement and/or this Final Approval Order and Judgment may be pleaded as a complete defense to any proceeding subject to this section.

26. This Final Approval Order and Judgment and the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or Defendant Riverset Credit Union of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Riverset or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Litigation.

27. This Final Approval Order and Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered, received, or admissible in evidence in any action or proceeding, or be used in any way as an admission, concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; provided, however, that nothing in the foregoing, the Settlement, or this Final Approval Order and Judgment shall be interpreted to prohibit the use of the Settlement or this Final Approval Order and Judgment in a proceeding to consummate or enforce the Settlement or this Final Approval Order and Judgment (including all releases in the Settlement and Final Approval Order and Judgment), or to defend against the assertion of any the Settlement Class Representatives' Released Claims or Participating Settlement Class members' Released Claims in any other proceeding, or as otherwise required by law.

28. The Settlement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to the Settlement Class Representatives' Released Claims and Participating Settlement Class members' Released Claims (and other prohibitions set forth in this Final Approval Order and Judgment) that are brought, initiated, or maintained by, or on behalf of, any Participating Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

29. The Court hereby dismisses the Litigation and Complaint and all claims therein on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order and Judgment.

30. Consistent with the Settlement, if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement shall be considered null and void; all of the Parties' obligations under the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into the Settlement. In such an event, the Parties shall be restored to their respective positions in the Litigation as if the Settlement Agreement had never been entered into.

31. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement for all purposes, including enforcement of its terms at the request of any party and resolution of any disputes that may arise relating in any way to, arising from, the implementation of the Settlement or the implementation of this Final Order and Judgment.

ENTERED:

Dated: _____, 2023

BY THE COURT:

_____, J.
The Honorable Philip A. Ignelzi

Exhibit 3

**IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA**

BARIS ARIN, SKYLAR LESKO, and KIM LONG, individually and on behalf of all others similarly situated;

Plaintiffs,

v.

RIVERSET CREDIT UNION; AND BRIAN HAENZE d/b/a AUTO GALLERY & ACCESSORIES and as TAG TOWING AND COLLISION,

Defendants.

CIVIL DIVISION – CLASS ACTION

NO. GD-18-12065

[PROPOSED] ORDER OF COURT

AND NOW, this _____ day of _____, 2023, upon review of Plaintiffs Unopposed Motion for Class Certification and Preliminary Approval of Class Action Settlement as between Plaintiffs Baris Arin, Skylar Lesko, and Kim Long, on behalf of themselves and the Settlement Class, and Defendant Riverset Credit Union (“Riverset”), it is hereby ORDERED ADJUDGED, and DECREED as follows:

1. The Court has reviewed the Parties’ Proposed Class Action Settlement Agreement and Release (“Settlement” or “Agreement”) and Exhibits attached thereto, Plaintiffs’ Unopposed Motion for Preliminary Approval, and Memorandum in Support.
2. To the extent not otherwise defined herein, all capitalized terms shall have the meanings attributed to them in the Agreement.
3. The Court has jurisdiction over the subject matter of this action, and personal jurisdiction over all parties to the litigation, including all Settlement Class Members.

Conditional Class Certification

4. The Court conditionally certifies the following Settlement Class pursuant to Pa. R. Civ. P. 1702, 1708, 1709, 1710, and 1714:

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.

Excluded from the class are the Court, any immediate family members of the court, and individuals who timely and validity request exclusion from the Settlement Class.

5. The Court finds that all elements of settlement class certification are satisfied and that certification of the class is appropriate based on the following findings:

- a. The named Plaintiffs Baris Arin, Skylar Lesko, and Kim Long are members of the Settlement Class;
- b. There are more than 40 Settlement Class Members, making joinder of all members impracticable;
- c. There are questions of law and fact common to the Settlement Class, such as whether: (1) Riverset violated the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”), 73 Pa. Stat. § 201-1, et seq. and common law by charging fees and collecting sums of money from the Settlement Class Members in excess of the limits then set by 5 Pittsburgh Code § 525.02 and (2) Plaintiffs and members of the Settlement Class have been damages, and if so, what is the appropriate measure of such damage;
- d. The claims presented by the named Plaintiffs are typical of the claims presented by the Settlement Class;

- e. Due to the number of Settlement Class Members, the risks of separate actions and/or other litigation may be significant in the absence of certification of the Class, thereby justifying the maintenance of this suit as one class action;
- f. The named Plaintiffs have to date fairly and adequately asserted and protected the interests of the Settlement Class; their attorneys are experienced in consumer protection class litigation; the Plaintiffs have no conflicts of interest in the maintenance of this action; and, because costs are being advanced by Plaintiffs' counsel and there is no question that counsel has adequate resources on the part of the named Plaintiffs;
- g. Named Plaintiffs Baris Arin, Skylar Lesko, and Kim Long are designated as Settlement Class Representatives; and
- h. Plaintiff Counsel of Elizabeth Pollock-Avery of Lynch Carpenters, LLP and Joshua P. Ward of J.P. Ward and Associates, LLC, are appointed as counsel for the Settlement Class.

Reasonableness of the Proposed Settlement

6. The Court finds that: (i) the proposed Settlement resulted from extensive and good-faith negotiations at arms' length; (ii) the proposed Settlement was concluded only after extensive discovery and litigation; and (iii) the terms of the proposed Settlement as evidenced by the Agreement appears to be sufficiently fair, reasonable, and adequate in light of the risks, delays, and expenses of further litigation, warranting the sending and website publication of the Notices of Class Action Settlement in the forms attached to the Agreement as Exhibits 4, 5, and 6 and the scheduling of a final fairness hearing.

7. The Court finds that the Proposed Settlement includes sufficient monetary consideration to provide all Settlement Class Members with nearly a full financial recovery, and the proposed Settlement creates an equitable claims process that will allow Settlement Class Members an opportunity to obtain additional reimbursement as a result of the nonconsensual tow of their motor vehicle from the Parking Lot by Tag Towing. This consideration appears to be within the range of reasonableness and an adequate exchange for the Settlement Class's release of claims as described in the Agreement.

8. Accordingly, the Court grants preliminary approval of the Settlement, subject to final approval, and authorizes the Parties to conduct their plan for notice as described in the Agreement.

Notice Plan and Form of Notice

9. The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Settlement and exhibits: (a) constitute the best practicable notice to the Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Pa.R.Civ.P. 1712 and 1714, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notices are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class Members.

10. The Parties and Settlement Administrator are authorized to make non-material modifications to the notices, such as proofing and formatting alterations, without further Order from this Court.

11. Analytics LLC is approved as the Settlement Administrator. The Settlement Administrator is directed to carry out the notice plan in conformance with the Settlement and to perform all other tasks that the Agreement requires, including the creation of a Qualified Settlement Fund.

12. Within ten (10) days from the entry of this Order, Settlement Class Counsel will provide the Settlement Administrator with the partial Class List. The Settlement Administrator shall cause notice to be disseminated to Settlement Class Members within forty (40) days of this Order. The notice shall be sent to all Settlement Class Members identified by the Settlement Administrator based on the information collected by Tag Towing and sent to Riverset, and upon reasonable investigation, as needed to identify Settlement Class Members. The long-form Mail Notice shall also be posted on a Settlement Website created by the Settlement Administrator.

Opting Out from the Class

13. Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of their intent to exclude himself or herself from the Settlement to the Settlement Administrator, Settlement Class Counsel, and Riverset's Counsel at the addresses provided in the Notice, postmarked no later than the end of the Opt Out Period and sent via first class postage pre-paid United States mail. The written request for exclusion must include 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.)*), the full name, address, and telephone number of the Settlement Class Member or the name, address, telephone number, relationship, and signature of any individual who is acting on behalf of a deceased or incapacitated Settlement Class Member; and

the words “Request for Exclusion” at the top of the document or a statement in the body of the document requesting exclusion from the Settlement.

14. Any Settlement Class Member who submits a valid and timely notice of their intent to opt out of the Settlement shall not receive any benefits of or be bound by the terms of the Settlement. Any Settlement Class Member that does not timely and validly opt himself or herself out from the Settlement shall be bound by the terms of the Settlement. If final judgment is entered, any Settlement Class Member that has not submitted a timely, valid written Request for Exclusion from the Settlement (in accordance with the requirements of the Settlement) shall be bound by all subsequent proceedings, orders, and judgments in this matter, the Settlement, including but not limited to the releases set forth in the Settlement, and the Final Approval Order and Judgment.

Objections to the Settlement

15. A Settlement Class Member who complies with the requirements of this Order may object to the Settlement, the request of Settlement Class Counsel for an award of attorneys’ fees, costs, including Costs of Settlement Administration, and expenses, and/or the request for Service Awards.

16. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is (a) filed with the Court; and (b) be served on Settlement Class Counsel and Counsel for Riverset at the addresses listed in the Notice, and postmarked by no later than the Objection Date, which shall be one-hundred (100) days from the entry of this Order. For the objection to be considered by the Court, the objection shall set forth:

- a. 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, (Allegheny Cty. Ct. Com. Pl.)* or a decipherable approximation;
- b. the objector’s full name, address, telephone number, and email address;

- c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- d. the identity of all counsel who represent the objector, if any; and
- e. 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.

17. In addition, any Settlement Class Member who objects to the proposed Settlement must make himself or herself available to be deposed regarding the grounds for the objection and must provide along with the objection the dates when the objector will be available to be deposed during the period from when the objection is filed through the date seven days before the Final Approval Hearing.

18. Any Settlement Class Member who fails to comply with the provisions in this Order will waive and forfeit any and all rights it may have to object, and shall be bound by all the terms of the Settlement, this Order, and by all proceedings, orders, and judgments, including, but not limited to, the releases in the Settlement, if finally approved. Any Settlement Class Member who both objects to the Settlement and opts out will be deemed to have opted out and the objection shall be deemed null and void.

Distribution Plan

19. The Settlement establishes a process and methodology for paying Settlement Class Members that submit a timely and valid Claim Form their share of the Settlement Fund.

20. Settlement Class Members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. Specifically, the Settlement Administrator will employ the following procedure to distribute the Settlement Fund.

21. After subtracting Court-approved Service Awards from the Settlement Fund, the Settlement Administrator will use the remaining settlement funds to pay Participating Settlement Class Members their *pro rata* share of the remaining Settlement Fund. Settlement Class Members who fail to submit a claim in accordance with the requirements and procedures specified in the Notice and Claim Form shall be forever barred from receiving any monetary benefit under the Settlement and will in all other respects be subject to and bound by the provisions of the Settlement, including the releases included in the Settlement and the Final Approval Order and Judgment.

Termination of the Settlement and Use of this Order

22. This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

23. If the Settlement is not finally approved or there is no Effective Date under the terms of the Settlement, then this Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Riverset of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Settlement Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense or claims it may have in this Litigation or in any other lawsuit.

Stay of Proceedings

24. Except as necessary to effectuate this Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and Judgment, or until further order of this Court.

Continuance of Final Approval Hearing

25. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

Actions by Settlement Class Members

26. The Court stays and enjoins, pending Final Approval of the Settlement, any actions, lawsuits, or other proceedings brought by Settlement Class Members against Riverset related to their nonconsensual tow from the Parking Lot by Tag Towing during the applicable statute of limitations.

Final Approval Hearing

27. A Final Approval Hearing shall take place before the Court on _____, 2023 at _____ a.m./p.m. in Courtroom ____ before Judge Philip A. Ignelzi of the Court of Common Pleas of Allegheny County, Pennsylvania, City-County Building, 414 Grant Street, Pittsburgh, PA 15219, to determine, among other things, whether: (a) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement's terms, all claims in the Second Amended Complaint and Litigation should be dismissed with prejudice; (b) Settlement Class Members should be bound by the releases set forth in the Settlement; (c) the proposed Final Approval Order and Judgment should be entered; (d) the application of Settlement Class Counsel

for an award of attorneys' fees, costs, including Costs of Settlement Administration, and expenses should be approved; and (e) the application for a Service Award to the Settlement Class Representatives should be approved. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing.

28. Settlement Class Counsel shall submit their application for fees, costs, including Costs of Settlement Administration, and expenses and the application for Service Awards at least fourteen (14) days before the Objection Deadline. Objectors, if any, shall file any response to Settlement Class Counsel's motions no later than seventeen (17) days prior to the Final Approval Hearing. By no later than ten (10) days prior to the Final Approval Hearing, 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, and expenses and for Service Awards shall be filed.

29. Any Settlement Class Member that has not timely and properly excluded himself or herself from the Class in the manner described below, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, that no Settlement Class Member that has elected to exclude himself or herself from the Class shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described above and in the Notice.

Summary of Deadlines

30. The Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include but are not limited to the following:

Summary of Deadlines

<u>Event</u>	<u>Deadline</u>
Settlement Class Counsel to Provide Class List to Settlement Administrator	10 days after the entry of the Preliminary Approval Order
Notice Date	40 days after the entry of the Preliminary Approval Order
Objection and Opt-Out Deadline	100 days after the entry of the Preliminary Approval Order
Final Approval Hearing:	A date to be set by the Court no earlier than 150 days after the entry of the Preliminary Approval Order
Application for Attorneys' fees, costs, including Costs of Settlement Administration, and expenses, and Service Awards ("Fee Application")	86 days after the entry of the Preliminary Approval Hearing
Motion for Final Approval of the Settlement ("Final Approval Motion")	30 days prior to Final Approval Hearing
Objectors', if any, Response to Final Approval Motion and Fee Application	17 days prior to Final Approval Hearing
Replies in Support of Final Approval and Fee Motions	10 days Prior to Final Approval Hearing

BY THE COURT:

_____, J.
The Honorable Philip A. Ignelzi

Exhibit 4

Court Approved Legal Notice
Baris Arin et. al. v. Riverset Credit Union et. al., GD-12065
(Allegheny Cty. Pa. Ct. Com. Pl.)

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

YOU MAY BE ENTITLED TO MONETARY COMPENSATION UNDER A CLASS ACTION SETTLEMENT

A state court has authorized this Notice. This is not a solicitation from a lawyer.

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

For More Information on the Settlement, Deadlines, Your Potential Recovery, and Your Ability to Object or Opt-Out visit or call:

[WEBSITE]
1-xxx-xxx-xxxx

Riverset TAG Towing Settlement
Settlement Administrator
P.O. Box _____
CITY, ST ZIP _____

«Barcode»
Postal Service: Please do not mark barcode

«ClaimID» «MailRec»

«First 1» «Last 1»
«CO»
«Addr2»
«Addr1»
«City», «ST» «Zip» «Country»

Riverset TAG Towing Settlement

A Settlement has been proposed in a class action 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”) alleging that Defendants charged more than permitted under Ordinance for nonconsensual tows from the Riverset Parking Lot and asserts claims under 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.

Who is Included? Defendants’ records show that you had a vehicle towed from the Parking Lot and the charge was more than the amount set forth in the Ordinance. You are a Class Member 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.

What does the Settlement Provide? Under the Settlement, Riverset will pay \$17,000 into a Settlement Fund, from which Settlement Class Members will be paid *pro rata* after any approved Service Awards. The amount of your individual payment will depend on several factors, including the number of Class Members who participate in the Settlement. The Settlement also provides for a Service Award of \$1,250 to each named Plaintiff from the Settlement Fund, subject to court approval and for payment of attorneys’ fees, costs, including Costs of Settlement Administration, and expenses, up to \$73,000 to be paid separate and apart from the Settlement Fund, subject to court approval.

Your Legal Rights and Options: (1) 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 *pro rata* share of the Settlement Fund after subtracting payments for court-approved Service Awards; (2) DO NOTHING AND RECEIVE NOTHING: If you do nothing, you will not receive a cash payment from the Settlement Fund but will be bound by the terms of the Settlement; (3) 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 Credit Union and Brian Haenze d/b/a Auto Gallery & Accessories and as TAG Towing and Collision 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; or (4) 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.

The Fairness Hearing: The Court will hold a Fairness hearing in this case on [Date and Time] in Courtroom 803 of the Allegheny County Courthouse to consider whether to approve the Settlement, including the request for Service Awards and attorneys’ fees, costs, including the Costs of Settlement Administration, and expenses, as well as any objections. You or your lawyer may ask to appear at the hearing at your own expense and request to be heard.

Getting more information. A Detailed Notice, the Settlement Agreement, and other case documents are available at [Website]; by calling 1-xxx-xxx-xxx, or by writing to the “Riverset TAG Towing Settlement Administrator” at P.O. Box _____, CITY, STATE ZIP _____ or emailing info@_____.com.

Exhibit 5

[Insert Name of Class Member]

[Insert Address]

Re: **NOTICE OF SETTLEMENT OF CLASS ACTION LAWSUIT**

Towed Vehicle Description: **[Insert any information we have on vehicle]**

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 **[Insert DATE]**, 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 Claims 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.
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- Your options and other basic information are explained in this Notice. To ask to be excluded, you must act before **[INSERT OPT OUT DATE]**.
- 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 **[INSERT WEBSITE]****

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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 (INSERT) 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 [INSERT NUMBER] or visit the Settlement website at [Insert Website] 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 \$1,250,000 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 [insert website].

To properly complete and timely submit a Claim Form, you should read the instructions carefully, include all information requirements by the Claim Form, sign it, and either submit the signed Claim Form electronically through [insert website] by [insert claim deadline], or mail it to the Settlement Administrator postmarked no later than [insert claim deadline], at the following address:

Riverset TAG Towing Settlement Administrator

P.O. Box
CITY, State ZIP

11. When will I get my payment?

The Court will hold a hearing on [Insert Final Fairness Hearing DATE], 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 [INSERT OPT-OUT DATE], to each of the following addresses:

Settlement Administrator**[Insert Settlement Admin.]**Attn: Riverset TAG
Towing Settlement**[ADDRESS]****Settlement Class Counsel**Elizabeth Pollock-Avery
LYNCH CARPENTER, LLP
1133 Penn Avenue, 5th Floor
Pittsburgh, PA 15222Joshua P. Ward
J.P. Ward and Associates, LLC
201 South Highland Avenue,
Suite 201
Pittsburgh, PA 15206**Riverset Counsel**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 **[insert Opt-Out date]**.

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 \$73,00.00 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 **INSERT FINAL APPROVAL HEARING DATE**. 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 [INSERT **OBJECTION DEADLINE**].

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, 5 th 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 [INSERT FINAL APPROVAL HEARING DATE], 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 [insert date], 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 [insert date]. By no later than [insert date], 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, [Insert Website], where you will find more information, including a copy of the Settlement Agreement.

You may contact the Claims Administrator, [insert settlement administrator], at [Insert number] or by writing to: [insert settlement administrator], Attn: Riverset TAG Towing Settlement, [Address]

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.

Exhibit 6

EXHIBIT 6 – NEWSPAPER NOTICE

NOTICE OF PROPOSED SETTLEMENT AND RIGHT TO OPT-OUT

A Court authorized this Notice. This is not a solicitation from a lawyer.

The Court of Common Pleas of Allegheny County, Pennsylvania, in an action titled *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, has preliminarily approved a class action settlement. Class members are: all owners or operators whose passenger cars, light trucks, or motorcycles, and scooters were non-consensually towed from the parking lot located at 53 South 10th Street, Pittsburgh, PA 15203 by Brian Haenze d/b/a Auto Gallery & Accessories and as Tag Towing and Collision between June 1, 2017 and November 5, 2018, and who, as a result were charged and paid a fee in excess of the limits then set by 5 Pittsburgh Code §§ 525.05.

This notice is a summary of your legal rights. You should visit **[insert administrator website]** for full details. If you qualify as a Class Member you have the following choices which you must select by the deadlines below:

OPTION	DEADLINE	DESCRIPTION
SUBMIT A CLAIM FORM		To be eligible to receive a pro rata cash payment of the Settlement benefits. See [WEBSITE] for details and claim form.
DO NOTHING	N/A	You will remain in the class and be bound by the Court's orders, but will not receive a cash payment.
EXCLUDE YOURSELF		You may exclude yourself from the Class. You will not receive a cash payment. You will not be bound by any Court orders. You will retain any claims you may have. <i>You must deliver timely notice to exclude yourself as described at [WEBSITE].</i>
OBJECT (AND YOU MAY ATTEND HEARING)		You may object and explain to the Court why you think the class action settlement should not be approved. <i>You must file and serve objections to the Settlement as described at [WEBSITE].</i>

Exhibit B

LYNCH CARPENTER

ELIZABETH POLLOCK-AVERY | PARTNER



1133 Penn Avenue
5th Floor
Pittsburgh, PA 15222
T: (412) 322-9243
elizabeth@lcllp.com

Practice Emphasis

Class Actions
Multidistrict Litigation
Data Breach/Privacy
Consumer Protection
Employment Law

Education

Indiana University
Bloomington Maurer
School of Law, J.D.,
2012

State University of New
York at Buffalo, B.A.,
2009

For more information,
visit:
www.lynchcarpenter.com

Elizabeth Pollock-Avery is a partner in Lynch Carpenter's Pittsburgh office. She is involved in many of the firm's practice areas and exclusively represents plaintiffs in litigation. Elizabeth has played an integral role in litigation in federal and state courts across the country, helping to hold large corporations and other entities responsible when they break the law and harm consumers, employees, and other frequently disadvantaged groups.

Prior to joining Lynch Carpenter, Elizabeth worked on the *Dittman v. UPMC* (Pa. Com. Pl. Ct.) data breach case, filing the original complaint in the matter shortly after news reports of the data breach broke. Through her work on that case, she served as co-counsel with Lynch Carpenter (then Carlson Lynch) and joined the firm in 2017. She continued her work on *Dittman* and the firm's other data breach and privacy cases, including joining the document review team in *In re: Yahoo! Inc. Customer Data Security Breach Litigation* (N.D. Cal.). Following Gary Lynch's appointment to the steering committee in *In re: Marriott International Inc. Customer Data Security Breach Litigation* (D. Md.), Elizabeth worked with Lynch Carpenter's Marriott team, assisting with incoming and outgoing discovery.

In May of 2022, Elizabeth was appointed as discovery liaison counsel between *In re: Philips CPAP, Bi-Level PAP, & Mechanical Ventilator Products Liability Litigation* (W.D. Pa.) and *In re: SoClean, Inc. Marketing Sales Practices, & Production Liability Litigation* (W.D. Pa.). Elizabeth played a significant part in discovery in *In re: Equifax Customer Data Security Breach Litigation* (N.D. Ga.), in which Gary Lynch was appointed Lead Counsel for the Financial Institutions. Elizabeth helped prepare for and second-chaired the deposition of one of the key third-party witnesses prior to that case's resolution.

Elizabeth has taken a lead role in *In re: Wawa Data Security Litigation* (E.D. Pa.), spearheading the plaintiffs' discovery responses, including negotiating the requests and responses with defendants and collecting necessary information and documents from the plaintiffs.

Elizabeth's privacy experience also includes leading discovery and briefing, and first-chairing two class certification hearings in *Hanlon v. Burpee* (Pa. Com. Pl. Ct.). She further contributed to discovery and district and appellate court briefing in *Popa v. Harriet Carter Gifts* (W.D. Pa.) & (3d. Cir.). These two cases involve complex issues under Pennsylvania's two-party consent wiretapping statute.

Admissions

Pennsylvania, 2012 · Third Circuit, 2021 · W.D. Pa., 2013 · E.D. Pa., 2016 · M.D. Pa., 2017 · D. Colo., 2018 · N.D. Ill., 2020 · E.D. Mich., 2020

Exhibit C



JOSHUA WARD – PRESIDENT AND MANAGING PARTNER



201 S. Highland Avenue
Suite 201
Pittsburgh, PA 15206
T: (412) 545-3016
jward@jpward.com

Education

Duquesne University
School of Law, J.D.
2014

University of
Pittsburgh, B.A.,
American History,
2011
magna cum laude

Court Admissions

Pennsylvania, 2015
W.D. Pa., 2018
M.D. Pa., 2019

Joshua is the founding member and managing partner of J.P. Ward & Associates, LLC. The firm was formed for the purpose of representing consumers against creditors and debt buyers that are known to be non-compliant with the Pennsylvania law. As part of the practice Joshua has represented hundreds of clients in prosecuting violations of the Fair Debt Collection Practices Act (“FDCPA”), Fair Credit Extension Uniformity Act and the Unfair Trade Practices and Consumer Protection Law (“FCEUA/UTPCPL”), the Loan Interest Protection Law and the Consumer Discount Company Act (LIPL/CDCA”), the Telephone Consumer Protection Act (“TCPA”), the Fair Credit Reporting Act (“FCRA”), as well as the Home Improvement Consumer Protection Act (“HICPA”).

Joshua is jointly prosecuting the instant proposed class action lawsuits in The Court of Common Pleas of Allegheny County, involving the owners/operators of private property within the city of Pittsburgh, which have hired certain towing companies to engage in thousands of illegal trespass-tows and are known to have charged excessive fees to consumers.

Joshua has represented thousands of consumers in the defense of debt collection actions. As part of the defense of those cases, he has developed an auditing process to screen all consumer /lending transactions for various violations of law which are known to exist in Pennsylvania. He has dedicated hundreds, if not over one thousand, hours to designing operational workflows to protect consumers.

Joshua is owner and manager of operations of J.P. Ward & Associates, LLC, which has physical offices in Pittsburgh and Philadelphia. J. P. Ward & Associates, LLC is currently comprised of eleven non-attorney, and four attorney staff members.

Joshua is personally responsible for managing and prosecuting a current case load which exceeds five-hundred fifty (450) active consumer violation files and has personally resolved over two-hundred ninety (290) consumer violation cases to date. The bulk of Joshua’s cases involve consumer finance, although, a significant minority of cases involve a myriad of business practices including home improvement contractors, diamond dealers, auto sales, property rentals, equipment sales, and various other consumer transactions.

Joshua is also lead counsel and head of operations for the consumer debt defense practice, which has resolved over three thousand cases to date. Joshua has designed the workflows for intake and processing of legal pleadings, notices, and court documents, and assigning tasks to non-attorney and attorney staff members. Joshua remains solely responsible for overseeing each individual case and managing all staff members involved in that practice. In 2019, the debt defense practice enrolled over one thousand and one hundred (1,100) new cases and included every magisterial district court and court of common pleas in Pennsylvania.

Joshua is lead counsel and head of operations for the personal injury, general litigation practice and employment law, which has resolved over five-hundred cases, and has an active case load of over eight hundred.

Joshua has been interviewed several times by local affiliates of major news networks in relation to consumer protection issues and class action lawsuits. He has been featured in an article of the Washington Post and Law 360 regarding the instant cases involving predatory towing.

Prior to forming the practice in 2015, Joshua worked with multiple law firms in Pittsburgh, including Cohen and Grigsby, P.C., and Edgar Snyder and Associates. Joshua has experience in class action, personal injury, medical malpractice, premises liability, products liability, contract law, debt collection and minority shareholder disputes. Joshua has served as lead counsel in all consumer violation cases, designed operational work flows necessary to service hundreds of cases, crafted releases to suit the needs of his practice and processed all settlements personally.

Education, Memberships, Honors and Court Admissions

Joshua graduated *magna cum laude* from the University of Pittsburgh, Main Campus, with a BA in American History. Joshua earned his Juris Doctorate at Duquesne University School of Law. While attending law school Joshua received the following honors and awards. Joshua was Champion and received the highest individual award as First Place Advocate for Excellence in Trial Advocacy, by The Academy for Trial Lawyers of Allegheny County, 2014. He was a member of the Duquesne National Trial Team, participated in the Buffalo-Niagara Mock Trial Competition, and the Gourley Cup, 2013 and 2014. Joshua received the Shalom Moot Court Award, 2014. He was invited to write on the Duquesne Law Review in 2012, an honor only awarded to the top 15% of the law school classes. He also received awards for Outstanding Brief and Oral Argument, Duquesne Legal Research and Writing Center, 2012. In 2014, Joshua was inducted into The Order of Barristers, which includes those nationally recognized for outstanding performance in regional, national and international interscholastic moot court competitions.

As an attorney, Joshua has been a member of the National Association of Consumer Advocates since 2016, an organization dedicated to the representation of consumers that have been victimized by fraudulent, abusive and predatory business practices.

Joshua is admitted to practice before The Supreme Court of Pennsylvania, The United States District Court for the Western District of Pennsylvania, and The United States District Court for the Middle District of Pennsylvania.

CERTIFICATE OF SERVICE

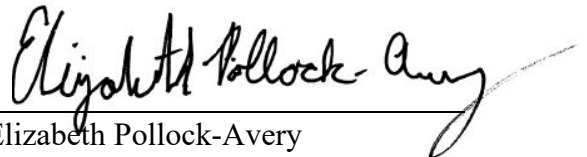
I hereby certify that on April 10, 2023, the foregoing was served by email and/or mail on the following:

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