

**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.

RIVERSSET 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

ORDER OF COURT

AND NOW, this 1st day of May, 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 Riversset 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 validly 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) Tag Towing, engaged by 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 damaged, 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) 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 its engagement of Tag Towing, which performed nonconsensual tows from the Parking Lot during the applicable statute of limitations period.

Final Approval Hearing

27. A Final Approval Hearing shall take place before the Court on October 16, 2023 at 9:30 a.m. p.m. 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, 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.

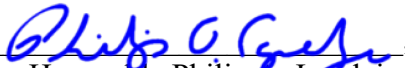
Summary of Deadlines

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:


The Honorable Philip A. Ignelzi, J.