

**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
The Honorable Philip A. Ignelzi

No. GD-18-12065

**DECLARATION OF ELIZABETH
POLLOCK-AVERY IN SUPPORT
OF PLAINTIFFS' APPLICATION FOR
ATTORNEYS' FEES, COSTS, AND
EXPENSES, INCLUDING THE COSTS
OF SETTLEMENT ADMINISTRATION,
AND SERVICE AWARDS TO
REPRESENTATIVE PLAINTIFFS**

Filed on behalf of Plaintiffs

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I, Elizabeth Pollock-Avery, pursuant 18 Pa. C.S.A. § 4904, hereby declare as follows:

1. I am a partner with the law firm Lynch Carpenter, LLP (“Lynch Carpenter”), previously known as Carlson Lynch, LLP, which serves as Co-Class Counsel in this action. I submit this Declaration in Support of Plaintiffs’ Application for an Award of Attorneys’ Fees, Costs, and Expenses, including the Costs of Settlement Administration, and Service Awards to the Representative Plaintiffs in connection with the services rendered in the above-captioned action and the proposed class action settlement with Defendant Riverset Credit Union (“Riverset” or “Defendant”)

2. The statements herein are true to the best of my personal knowledge, information, and belief, based on Lynch Carpenter’s books and records, information received from its attorneys

and staff, and my review of documents submitted by our Co-Settlement Class Counsel firm, J.P. Ward & Associates, LLC.

3. I served as proposed co-lead counsel for Plaintiffs and participated in the prosecution of the entire action. Plaintiffs' counsel undertook this action on a contingent fee basis, meaning that to date we have received no payment for our services. We also advanced all litigation expenses, and to date have not received reimbursement for these from any source. Further, our agreements with our clients provided that we would not charge them for fees or expenses in the event of an unsuccessful outcome. Settlement Class Counsel's time and expense records have been reviewed to confirm both the accuracy of the entries as well as the necessity for and reasonableness of the time and expenses expended in this litigation. As a result of this review, certain reductions were made to both time and expenses either in the exercise of billing judgment or to conform to my firm's practice.¹ As a result of this review and related reductions, the time reflected in Settlement Class Counsel's lodestar calculation and the expenses for which payment is sought are reasonable in amount and were necessary to prosecute the Action and resolve the settlement before the Court.

4. During the course of this litigation, and as detailed herein, Settlement Class Counsel coordinated to divide work amongst the firms in an efficient and effective manner.

5. Set forth below in ¶ 7 is a summary reflecting the amount of time (after any applicable reductions) Settlement Class Counsel, including their firms' attorneys and professional staff (including at Settlement Class Counsel's predecessor firms) worked on the Action from the inception of the case in 2018 through today's date, and the corresponding lodestar value of that

¹ By way of example, Settlement Class Counsel exercised billing discretion and is only submitting time for Lynch Carpenter, although additional time was billed by the firm of J.P. Ward & Associates, LLC.

work. The schedule in ¶ 7 was prepared based upon daily time records maintained by Settlement Class Counsel in the ordinary course of business, and the lodestar calculations are based on the firm’s current hourly billing rates, or the firm’s equivalent rate for the biller as of their last date of employment.

6. The services Settlement Class Counsel performed on behalf of the Settlement Class include, but are not limited to the following: consulting with the representative plaintiffs, investigating the claims and editing the initial and amended complaint; responding to preliminary objections and appearing at oral argument before the trial court; drafting and serving discovery requests on Riverset; drafting and serving discovery responses on behalf of the Plaintiffs; deposing Brian Haenze; reviewing documents produced by Riverset; negotiating the proposed settlement; negotiating, drafting, and finalizing the proposed class action settlement agreement and release and related exhibits; soliciting bids from settlement administration firms and working with the chosen administrator (Analytics) to implement the notice program; and drafting and filing the motion for preliminary approval.

7. Lynch Carpenter’s total compensable time for which it seeks an award of attorneys’ fees is summarized below:

Lynch Carpenter

Individual		Position	Hours	Rate	Lodestar
Kelly Iverson		Partner	31.4	\$900	\$28,260
Elizabeth Pollock-Avery		Partner	28.1	\$800	\$22,480
James McGraw		Associate	16.7	\$800	\$13,360
Robin Bolea		Associate	6.4	\$650	\$4,160
Patrick Donathen		Associate	29.5	\$450	\$13,275
Daniel Hart		Paralegal	0.7	\$250	\$175
Jon Romanishin		Paralegal	6.3	\$250	\$1,575
Total:		—	119.1	—	\$83,285

8. Thus, the total time for which my Settlement Class Counsel is requesting an award of legal fees is 119.1 hours. The total lodestar value of these professional services is \$83,285.

9. The above hourly rates for Lynch Carpenter's attorneys and professional support staff are the firm's current hourly rates or the firm's equivalent rate for the biller as of their last date of employment. The hourly rates for attorneys and professional support staff in my firm are the same as the regular rates charged for their services in contingent fee matters. The time and lodestar spent preparing the Application for Attorneys' Fees, Costs, and Expenses were excluded from the above values.

10. The firm's lodestar figures do not include charges for expense items. Expense items are billed separately, and such charges are not duplicated in the firm's current billing rates. Further, expense items do not contain any general overhead costs and do not contain a surcharge over the amount paid to the corresponding vendor(s).

11. Additionally, Lynch Carpenter incurred expenses in the form of filing fees and depositions. Expenses reports can be provided upon the request of Court.

12. Based on the ratio of the lodestar to the \$73,000 combined fee and expense request, including the Costs of Settlement Administration, Settlement Class Counsel's fee request amounts to approximately 87.65 % of their total lodestar.

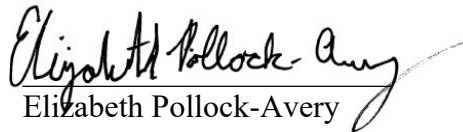
13. The representative Plaintiffs performed valuable services for members of the Settlement Class by bringing their claims to Settlement Class Counsel for investigation, agreeing to serve as representative plaintiffs, verifying the complaint and amended complaint, remaining available to consult with Settlement Class Counsel when necessary regarding the progress of the litigation, participating in discovery, reviewing the progress of the litigation, and reviewing and signing the Settlement Agreement.

14. I have significant complex litigation experience, and in recent years have obtained leadership positions, in large class action cases, including *Biscan v. Shields Health Care Group, Inc.*, 1:22-cv010901 (D. Mass.) (co-lead); *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.) (discovery liaison). I have also spent time working on numerous other class action/complex cases, playing a significant role in *In re: Wawa Data Security Litig.*, 2:19-cv-06019-GEKP (E.D. Pa.); *In re Solara Medical Supplies Data Breach Litig.*, 3:19-cv-02284-H-KSC (S.D. Cal.); *Williams et al. v. Bob Evans Restaurants, LLC et al.*, 2:18-cv-01353 (W.D. Pa.); *Copley v. Evolution Well v. Evolution Well Services, LLC*, 2:20-cv-01442 (W.D. Pa.); *Wintjen v. Denny's, Inc. et al.*, 2:19-cv-00069 (W.D. Pa.); *Tompkins v. Ferny Properties, LLC*, 3:18-cv-00190 (D.N.D.); *Sudano v. Texas Roadhouse Investments of Beaver PA LLC et al.*, 2:19-cv-00064 (W.D. Pa.).

15. As demonstrated by Lynch Carpenter's Firm Resume attached as Exhibit A and Joshua Ward's resume attached as Exhibit B, Settlement Class Counsel have extensive experience in class action litigation.

16. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 26, 2023
In Pittsburgh, Pennsylvania


Elizabeth Pollock-Avery