

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

**You have been identified as an individual whose vehicle was non-consensually towed from one of the parking lots located at 6100 Penn Avenue, Pittsburgh, PA 15206 or 4610 Centre Avenue, Pittsburgh PA 15213 by Brian Haenze d/b/a 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 two lawsuits against Pennsylvania CVS Pharmacy, LLC (“CVS or “Defendant”) brought by Annette Moran, Anthony Ira Bentley, Sr., Ariana Brazier, Frank Kamara, Arthur Logan, Geraldine Wilson, Janet Luka, Mattie Griffin, Jude Carpenter, Lynn Anderson, and Alex Goldblum (“Plaintiffs” or “Settlement Class Representatives”), on behalf of themselves and all persons similarly situated. The lawsuits, referred to as *Alex Goldblum et al v. 101 Kappa Drive Associates #1 et al*, GD-18-012108 and *Annette Moran et al v. Brian Haenze et al*, GD-18-012128, in the Court of Common Pleas of Allegheny County, Pennsylvania, assert claims on behalf of classes of individuals towed from the CVS parking lots located at 6100 Penn Avenue, Pittsburgh, PA 15206 or 4610 Centre Avenue, Pittsburgh PA 15213 (the “Parking Lots”) by Brian Haenze d/b/a TAG Towing and Collision (TAG Towing”). Plaintiffs allege that Defendant permitted TAG Towing to charge more than permitted under the Pittsburgh City Ordinance for non-consensual tows from the Parking Lots and assert 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. Defendant denies these allegations, denies any wrongdoing, and denies that it would be found liable to Plaintiffs and the Settlement Class.
- Plaintiffs and CVS reached an agreement to settle the lawsuits through conciliation facilitated by the Court. On April 12, 2024, 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 Lots 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, CVS will pay \$38,065.00 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 Class Members are described in detail in this Notice. The costs of notice and settlement administration will also be paid from this Settlement Fund.
- Further, if approved by the Court, CVS will pay up to \$93,500.00 in fees, costs, and expenses to attorneys for the Settlement Class, plus service awards of \$1,500.00 for each of the Settlement Class Representatives. These payments will be made separate from the Settlement Fund that will be used to pay the Class Members.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

|  |  |
|--|--|
| <b>DO NOTHING, AND RECEIVE AUTOMATIC PAYMENT</b> | If you do nothing, you will receive a cash payment from the Settlement Fund equal to a <i>pro rata</i> share of the Settlement Fund after subtracting the Costs of Settlement Administration.  |
| <b>EXCLUDE YOURSELF</b>                          | If you ask to be excluded, you will not receive a cash payment, but you may be able to file your own lawsuit against CVS 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. |
| <b>OBJECT</b>                                    | You can remain in the Class and file an objection telling the Court why you believe the Settlement should not be approved. If your objections are overruled, you will be bound by the Settlement.  |

- Your options and other basic information are explained in this Notice. To ask to be excluded, you must act before **July 16, 2024**.
- The Court in charge of this case still must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.
- **Any questions? Read on and visit the Settlement Website at [www.TagTowingOverchargeSettlement.com](http://www.TagTowingOverchargeSettlement.com).**

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## BASIC INFORMATION

### 1. Why did I get this notice?

CVS's records show that a vehicle you own or were operating was non-consensually towed from the CVS parking lots located at 6100 Penn Avenue, Pittsburgh, PA 15206 or 4610 Centre Avenue, Pittsburgh PA 15213, or that you paid a fee for such tow, between September 2012 and September 2018 that was more than amount set forth in the City Ordinances. A group of similarly situated individuals filed the proposed class action lawsuits against Defendant in 2018, alleging that Defendant permitted TAG Towing to charge more than permitted under the Pittsburgh City Ordinance for non-consensual tows from the Parking Lots. The parties have now reached a proposed settlement of the lawsuit.

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

This package explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for the benefits, and how to get them. The cases are captioned: *Alex Goldblum et al v. 101 Kappa Drive Associates #1 et al*, GD-18-012108 and *Annette Moran et al v. Brian Haenze et al*, GD-18-012128, in the Court of Common Pleas of Allegheny County.

### 2. What is this lawsuit about?

Plaintiffs Annette Moran, Anthony Ira Bentley, Sr., Ariana Brazier, Frank Kamara, Arthur Logan, Geraldine Wilson, Janet Luka, Mattie Griffin, Jude Carpenter, Lynn Anderson, and Alex Goldblum brought this class action against the Defendants, including CVS 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 Lots. 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 Annette Moran, Anthony Ira Bentley, Sr., Ariana Brazier, Frank Kamara, Arthur Logan, Geraldine Wilson, Janet Luka, Mattie Griffin, Jude Carpenter, Lynn Anderson, and Alex Goldblum) 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 Pennsylvania CVS Pharmacy 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 Settlement Class. The Settlement Class Representatives and the attorneys of the Settlement 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 non-consensually towed from the Parking Lots by TAG Towing between September 2012 and December 27, 2015 and were charged in excess of \$110 total for the return of the towed vehicle, or non-consensually towed from the Parking Lots by TAG Towing between December 28, 2015 and September 2018 and were charged in excess of \$135 total for return of the towed vehicle.

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

## **6. Are there exceptions to being included?**

If you timely exclude yourself from the Settlement, you are no longer part of the Settlement 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 is 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 (877) 654-8287 or visit the Settlement website at [www.TagTowingOverchargeSettlement.com](http://www.TagTowingOverchargeSettlement.com) for more information.

## **THE SETTLEMENT BENEFITS**

## **8. What does the Settlement provide?**

Under the Settlement, CVS will pay THIRTY-EIGHT THOUSAND SIXTY-FIVE DOLLARS AND 00/100 CENTS (\$38,065.00) into a Settlement Fund. The Settlement Administrator will review CVS’s records, through which it recorded tows from the Parking Lots, to determine the total number of Settlement Class Members. The Settlement Administrator will then divide the Settlement Fund, after reduction for notice and administration, by the total number of Settlement Class Members that have not opted out of the Settlement to determine each Settlement Class Member’s *pro rata* share of the Settlement Fund (“Portion of the Settlement Fund”). The Settlement Administrator will then distribute to each Participating Settlement Class Member their Participating Settlement Class Member’s Individual Settlement Amount.

In addition, CVS will separately pay, if approved by the Court, up to NINETY-THREE THOUSAND AND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$93,500.00) in fees, costs and expenses to attorneys for the Settlement Class and up to ONE THOUSAND-FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$1,500.00) in service awards to each of the Settlement Class Representatives for a total of SIXTEEN THOUSAND AND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$16,500.00).

## **9. How much will my payment be?**

The amount of payment will depend on several factors. If no Class Member excludes themselves from the Settlement, each Class Member’s estimated payment is \$115.00.

## **HOW TO GET A PAYMENT**

## **10. How can I get a payment?**

If you do nothing, you will automatically receive a payment after the Court grants final approval of the Settlement and all appeals are resolved.

## **11. When will I get my payment?**

The Court will hold a hearing on **November 20, 2024 at 9:00 a.m.** 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 CVS or the Releasees (as defined in the Settlement Agreement) relating to the nonconsensual tow of your motor vehicle from the Parking Lots between September 2012 and September 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 CVS 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 (*Alex Goldblum et al v. 101 Kappa Drive Associates #1 et al*, GD-18-012108 (Allegheny Cty. Ct. Com. Pl.) or *Annette Moran et al v. Brian Haenze et al*, GD-18-012128 (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 Class Member for whom you are legally authorized to act, you must include your name, address, telephone number, signature, and relationship to the 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 **July 16, 2024**, to each of the following addresses:

#### Settlement Administrator

CVS TAG Towing Settlement  
c/o Analytics Consulting LLC  
PO Box 2002  
Chanhassen, MN 55317-2002

#### Settlement Class Counsel

Patrick Donathen  
LYNCH CARPENTER, LLP  
1133 Penn Avenue, 5th Floor  
Pittsburgh, PA 15222  
  
Joshua P. Ward  
J.P. Ward and Associates, LLC  
201 South Highland Avenue, Suite 201  
Pittsburgh, PA 15206

#### Defendant’s Counsel

John A. Wait  
Fox Rothschild LLP  
101 Park Avenue, 17th Floor  
New York, NY 10178

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) CVS 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 Lots and want to continue with it, you need to ask to be excluded from the Settlement Class. If you exclude yourself from the Settlement Class—which also means to remove yourself from the Settlement 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 non-consensual tow from the Parking Lots 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 **July 16, 2024**.

Note that if you exclude yourself from this lawsuit and in the future, you park in the Parking Lots, 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 Patrick Donathen, 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 Class Members. Together these attorneys and their firms are called “Settlement 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](http://www.lcllp.com) and [www.jpward.com](http://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 lawsuits were 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 \$93,500.00, to be paid separately by CVS, as attorneys’ fees, costs, and expenses to compensate them for their time, the financial risk they understood, and the out-of-pocket costs that they advanced.

The Class is represented by ten named individuals, Annette Moran, Anthony Ira Bentley, Sr., Ariana Brazier, Frank Kamara, Arthur Logan, Geraldine Wilson, Janet Luka, Mattie Griffin, Jude Carpenter, Lynn Anderson, and Alex Goldblum (the “Settlement Class Representative”). In addition to the benefits the Class Representatives will receive as members of the Settlement Class—and subject to the approval of the Court—CVS has agreed to pay service awards of \$1,500.00 to each of the Settlement Class Representatives for the efforts that they have expended on behalf of the Class. The amount of the service awards approved by the Court will be paid separately by CVS.

The Court will determine whether to approve the amount of fees and costs and expenses requested by Settlement Class Counsel and the proposed service awards at the Final Approval Hearing scheduled for **November 20, 2024 at 9:00 a.m.** Settlement Class Counsel will file an application for fees, expenses, and services 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: *Alex Goldblum et al v. 101 Kappa Drive Associates #1 et al*, GD-18-012108 (Allegheny Cty. Ct. Com. Pl.) or *Annette Moran et al v. Brian Haenze et al*, GD-18-012128 (Allegheny Cty. Ct. Com. Pl.), 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 Defendant'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 **July 16, 2024**.

| <b>Court</b>  | <b>Settlement Class Counsel</b>  | <b>Defendant's Counsel</b>  |
|---|--|---|
| Clerk of Court<br>Allegheny County Courthouse<br>Room 114<br>436 Grant Street<br>Pittsburgh, PA 15219 | Patrick Donathen<br>LYNCH CARPENTER, LLP<br>1133 Penn Avenue, 5th Floor<br>Pittsburgh, PA 15222<br>Joshua P. Ward<br>J.P. Ward and Associates, LLC<br>201 South Highland Avenue, Suite 201<br>Pittsburgh, PA 15206 | John A. Wait<br>Fox Rothschild LLP<br>101 Park Avenue<br>17th Floor<br>New York, NY 10178 |

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 Settlement 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 **November 20, 2024 at 9:00 a.m.**, in Courtroom 821 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 October 21, 2024, 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 November 4, 2024. By no later than November 11, 2024, 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, and expenses, and for Service Awards shall be filed.

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, and expenses; and whether to approve service awards to the Settlement Class Representatives. If there are objections, the Court will consider them. The Court will listen to people at the hearing who file in advance a timely notice of their intention to appear. At the Final Approval Hearing, the court will decide whether to approve the Settlement. However, there is no deadline by which the Court must make its decision.

## **22. Do I have to attend the hearing?**

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

## GETTING MORE INFORMATION

### 23. Are more details available?

Visit the website, [www.TagTowingOverchargeSettlement.com](http://www.TagTowingOverchargeSettlement.com) where you will find more information, including a copy of the Settlement Agreement.

You may contact the Settlement Administrator, Analytics Consulting LLC, at (877) 654-8287 or by writing to: [TagTowingOverchargeSettlement@noticeadministrator.com](mailto:TagTowingOverchargeSettlement@noticeadministrator.com) or CVS TAG Towing Settlement, c/o Analytics Consulting LLC, PO Box 2002, Chanhassen MN 55317-2002.

You may also speak to one of the lawyers by calling (412) 322-9243 or by writing to: CVS TAG Towing Class Action, Lynch Carpenter, LLP, Attn: Patrick Donathen, 1133 Penn Avenue, 5th Floor, Pittsburgh, PA 15222.

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