

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

ALEX GOLDBLUM and BRIAN K. BOBAK, CIVIL DIVISION – CLASS ACTION
individually and on behalf of all others
similarly situated; No. GD-18-012108

Plaintiffs,

v.

101 KAPPA DRIVE ASSOCIATES # 1; 101
KAPPA DRIVE ASSOCIATES #1 GP, LLC;
PENNSYLVANIA CVS PHARMACY, LLC;
and BRIAN HAENZE d/b/a AUTO
GALLERY & ACCESSORIES and as TAG
TOWING AND COLLISION,

Defendants.

ANNETTE MORAN, ANTHONY IRA CIVIL DIVISION – CLASS ACTION
BENTLEY, SR., ARIANA BRAZIER,
FRANK KAMARA, ARTHUR LOGAN, No. GD-18-012128
GERALDINE WILSON, JANET LUKAC,
MATTIE GRIFFIN, JUDE CARPENTER and
LYNN ANDERSON, individually and on
behalf of all others similarly situated;

Plaintiffs,

v.

LOFTUS GROUP, LLC; PENNSYLVANIA
CVS PHARMACY, LLC; and BRIAN
HAENZE d/b/a AUTO GALLERY &
ACCESSORIES and as TAG TOWING AND
COLLISION,

Defendants.

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

On April 12, 2024, this Court entered an order granting preliminary approval (the
“Preliminary Approval Order”) of the Settlement between the 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, on behalf of themselves and the Settlement Class, and Defendant Pennsylvania CVS Pharmacy, LLC (“CVS” or “Defendant”) as memorialized in the attachment to Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement;¹

On May 17, 2024, 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;

On October 21, 2024, 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 July 8, 2024, 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 November 20, 2024, 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

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

to the proposed Settlement, the award of attorneys' fees, costs, 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 Defendant, 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, 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. Zero (0) 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 Settlement Administrator, 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 Individual Settlement Amounts, 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 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 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 Patrick D. Donathen of Lynch Carpenter, LLP, and Joshua P. Ward of J.P. Ward and Associates, LLC, 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, and Expenses and Service Awards

15. The Court has considered Settlement Class Counsel's Motion for attorneys' fees, costs, 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 \$93,500 as an award of reasonable attorneys' fees and reimbursement of reasonable expenses in accordance with the Settlement. The Court finds this amount of fees, costs, 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, and expenses shall be paid by the Defendant in accordance with the Settlement. This award of attorneys' fees, costs, 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 \$1,500 to each named Plaintiff: 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.

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

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 the Participating Settlement Class Members 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 that involve Tag Towing's non-consensual tows from the Parking Lots, including any compensation, fees/costs, liquidated damages, penalties, interest, and all other relief under the UTPCPL 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 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.

25. The Settlement Class Representatives and Participating Settlement Class Members are enjoined from prosecuting any Released Claims in any proceeding against Defendant or any of the Releasees or prosecuting any claim based on any actions taken by any of Defendant or any of the Releasees 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 against Defendant 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 Defendant 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 Amended Complaints 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.

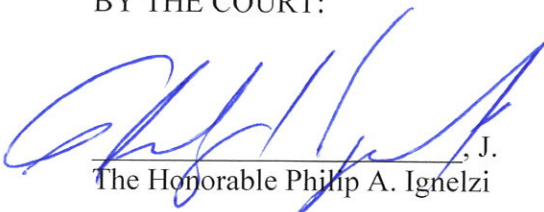
30. Consistent with the Settlement, if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement shall be considered 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: 11/20/24, 2024

BY THE COURT:


The Honorable Philip A. Ignelzi, J.