

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

LINDA HORSLEY, individually and on
behalf of all others similarly situated;

Plaintiff,

CIVIL DIVISION – CLASS ACTION

NO. GD-18-012027

v.

SHAKESPEARE STREET ASSOCIATES;
SHAKESPEARE STREET ASSOCIATES,
GP, LLC; HOWARD’S TOWING AND
RECOVERY, LLC; AND HOWARD
SZUMINSKY,

Defendants.

FINAL APPROVAL ORDER AND JUDGMENT

On 2/22/23, this Court entered an order granting preliminary approval (the “Preliminary Approval Order”) of the Settlement between the Plaintiff, on her own behalf and on behalf of the Settlement Class, and the Defendants Shakespeare Street Associates and Shakespeare Street Associates, GP, LLC (collectively, the “Shakespeare Street Defendants”) and Howard’s Towing, LLC and Howard Szuminsky (collectively “Howard’s Towing”) (and together with Shakespeare Street Defendants, “Defendants”) as memorialized in the attachment to Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement;¹

Pursuant to the Settlement 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 Settlement except as may otherwise be indicated.

On 7/5/23, Plaintiff filed her Motion for Final Approval of the Class Action Settlement (“Final Approval Motion”) and accompanying Memorandum of Law and supporting exhibits, and on 5/22/23 Class Counsel filed their Application for Attorneys’ Fees, Expenses and Service Awards and accompanying Memorandum of Law and supporting exhibits (“Fee Application”); and

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, Class Counsel filed a declaration from the Settlement Administrator confirming that the Settlement Notice was completed in accordance with the Parties’ Settlement and the Preliminary Approval Order. Therefore, the Court is satisfied that 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, 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 Class Counsel and Counsel for Defendants, 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 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 Plaintiff’s 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 Class Members. The Court also has personal jurisdiction over the Parties and the 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 Settlement 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 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 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. 0 objections were filed by 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 Class Members who have timely and validly elected to opt out of the Settlement and the Settlement Class in accordance with the requirements in the Settlement (the “Opt-Out Members”) has been submitted to the Court in the Declaration of [Analytics, LLC](#), filed in advance of the final approval hearing. There were no opt-outs recieved.

Notice to the Class

10. The Court finds that the Settlement 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.

Award of Attorneys' Fees, Costs, and Expenses and Service Awards

11. The Court has considered Class Counsel's Motion for attorneys' fees, costs, and expenses, and for Service Awards.

12. For the purpose of Settlement only, Plaintiff Horsley is considered the prevailing party under Pa. Stat. § 201-9.2 of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTCPL").

13. Pursuant to Rule 1717 and applicable caselaw, the Court awards Class Counsel \$136,250 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 Class Counsel in the litigation; (2) the quality of the services rendered; (3) the results achieved and benefits conferred upon the Class; (4) the magnitude, complexity, and uniqueness of the litigation, and (5) the fact that Class Counsel provided their services on a contingency fee basis. This award of attorneys' fees, costs, and expenses shall be paid by the Shakespeare Street Defendants and Howard's Towing 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.

14. The Court grants Class Counsel's request for Service Award and awards \$2,000 to the named Plaintiff, Linda Horsley.

15. The Court finds that this payment is justified by her service to the Settlement Class. This Service Award shall be paid in accordance with the provisions of the Settlement Agreement.

Other Provisions

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

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

18. As of the Effective Date, Plaintiff Horsley, individually, releases 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 she may have or claim to have against Defendants 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 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, common law or tort or arising or accruing during the Relevant Period, that she has or may have, whether known or unknown, against the Defendants and/or any of the Releasees.

19. As of the Effective Date, all Participating Class Members release 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 Class Member may have or claim to have against Defendants 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 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, common law or, tort or arising or accruing during the Relevant Period, that they have or may have, whether known or unknown, against the Defendants and/or any of the Releasees that arose out of, or in connection with the claims or facts alleged or set forth in the Litigation.

20. As of the Effective Date, Shakespeare Street Defendants and Howard's fully release 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 Shakespeare Street Defendants and Howards have alleged against each other in the Litigation or that may arise out of the cross-claim allegations or within the Complaint which occurred on or before the date of this Agreement.

21. The Class Representatives and Participating Class Members are enjoined from prosecuting any Released Claims in any proceeding against any of the Defendants' Released Persons or prosecuting any claim based on any actions taken by any of the Defendants' Released Persons 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.

22. 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 the Shakespeare Street Defendants 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 the Shakespeare Street Defendants or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Litigation.

23. 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 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 Released Claims in any other proceeding, or as otherwise required by law.

24. 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 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 Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

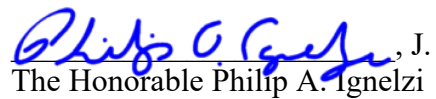
25. The Court hereby dismisses the Litigation and Complaint and all claims therein on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order and Judgment.

26. 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.

27. 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.

IT IS SO ORDERED THIS 4th DAY OF August, 2023.

BY THE COURT:


The Honorable Philip A. Ignelzi