

Re: NOTICE OF SETTLEMENT OF CLASS ACTION LAWSUIT

You have been identified as an individual whose vehicle was non-consensually towed from the parking lot located at 5200 Baum Boulevard, Pittsburgh, PA 15224 by Howard's Towing and Recovery LLC.

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 a lawsuit against Howard's Towing and Recovery, LLC, Howard Szuminsky (collectively "Howard's Towing"), and Boston Market Corporation ("Boston Market") (and collectively with Howard's Towing, "Defendants") brought by Dana Cohen, Jack Leon, and James Miller ("Plaintiffs" or "Class Representatives"), on behalf of themselves and all persons similarly situated. The lawsuit, referred to as *Dana Cohen, Jack Leon, and James Miller, individually and on behalf of all others similarly situated v. UPMC Presbyterian Shadyside, Boston Market Corporation, Howard's Towing and Recovery, LLC, and Howard Szuminsky*, GD-18-012332 (Allegheny Cty. Ct. Com. Pl.), asserts claims on behalf of a class of individuals towed from the parking lot located at 5200 Baum Boulevard, Pittsburgh, PA 15224 (the "Parking Lot"). Plaintiffs allege that following non-consensual tows from the Parking Lot, Defendants charged amounts exceeding the maximum allowable as set forth under the Pittsburgh Code of Ordinances and Pennsylvania law and assert that Defendants violated 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. Defendants deny these allegations, deny any wrongdoing, and deny that they would be found liable to Plaintiffs and the Class.
- On July 29, 2021, the Court certified this lawsuit to proceed as a class action on behalf of the following class of individuals: All individuals who were charged and paid a fee in excess of the limits then set by 5 Pittsburgh Code §§ 525.05 for release or return of any passenger cars, light trucks, motorcycles, and scooters that were nonconsensually towed from the Parking Lot by Howard's Towing within the applicable statutes of limitation.
- The parties reached an agreement to settle the lawsuit through conciliation facilitated by the Court. On July 5, 2023, the Court granted Preliminary Approval of the Settlement Class consisting of all members of the above-described class.
- Under the Settlement, Boston Market will pay \$28,800.00 and Howard's Towing will pay \$3,000.00 into a Settlement Fund for a total of \$31,800.00, out of which the Settlement Administrator will make payments to Class Members. The methods that will be used to distribute these funds to Class Members are described in detail in this Notice.
- Further, if approved by the Court, Boston Market will pay up to \$32,800.00 in fees, costs, and expenses to attorneys for the Class, plus a service award of \$2,500.00 for each Class Representative. Boston Market will also pay the settlement administration costs. Howard's Towing will additionally pay up to \$2,000.00 in fees, costs, and expenses to attorneys for the Class. 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

DO NOTHING, AND RECEIVE AUTOMATIC PAYMENT	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.
EXCLUDE YOURSELF	If you ask to be excluded, you will not receive a cash payment, but you may be able to file your own lawsuit against Howard’s Towing, Howard Szuminsky, or Boston Market 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.
OBJECT	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 October 10, 2023.
- 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.BostonMarketHowardsTowingSettlement.com.**

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BASIC INFORMATION

1. Why did I get this notice?

Howard's Towing's records show that a vehicle you own or were operating was non-consensually towed from the parking lot located at 5200 Baum Boulevard, Pittsburgh, PA 15224, or that you paid a fee for such tow, between September 2012 and June 2018 that was more than amount set forth in the City Ordinances. A group of similarly situated individuals filed the proposed class action lawsuit against Defendants in 2018, alleging that Defendants charged more than the maximum set forth under the Pittsburgh Code of Ordinances for non-consensual tows from the Parking Lot. The Court later allowed the action to proceed as a class action. 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 form them, and how to get them. The lawsuit is captioned: *Dana Cohen, Jack Leon, and James Miller, individually and on behalf of all others similarly situated v. UPMC Presbyterian Shadyside, Boston Market Corporation, Howard's Towing and Recovery, LLC, and Howard Szuminsky*, GD-18-012332 (Allegheny Cty. Ct. Com. Pl.).

2. What is this lawsuit about?

Plaintiffs Dana Cohen, Jack Leon, and James Miller brought this class action against the Defendants, including Boston Market and Howard's Towing, alleging that Defendants unlawfully towed vehicles from the Parking Lot and that Howard's Towing unlawfully charged for the return or release of certain vehicles towed from the Parking Lot. 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 Dana Cohen, Jack Leon, and James Miller) 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 Boston Market Corporation, Howard's Towing and Recovery, LLC, and Howard Szuminsky) 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 Class. The Class Representatives and the attorneys of the Class think the Settlement is best for 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 nonconsensually towed from the Parking Lot by Howard's Towing between September 24, 2012 and December 27, 2015 and were charged in excess of \$110 total for the return of the towed vehicle, or nonconsensually towed from the Parking Lot by Howard's Towing between December 28, 2015 and June 29, 2018 and were charged in excess of \$135 total for return of the towed vehicle.

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

6. Are there exceptions to being included?

If you timely exclude yourself from the Settlement, you are no longer part of the 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 are 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 888-963-2152 or visit the Settlement website at www.BostonMarketHowardsTowingSettlement.com for more information.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Under the Settlement Boston Market will pay TWENTY-EIGHT THOUSAND AND EIGHT HUNDRED U.S. DOLLARS AND ZERO CENTS (\$28,800.00) into a Settlement Fund and Howard’s Towing will pay THREE THOUSAND U.S. DOLLARS AND ZERO CENTS (\$3,000.00) in a Settlement Fund for a total of THIRTY-ONE THOUSAND AND EIGHT HUNDRED U.S. DOLLARS AND ZERO CENTS (\$31,800.00). The Settlement Administrator will review Howard’s Towing’s Towbook System, through which it recorded tows from the Parking Lot, to determine the total number of Class Members. The Settlement Administrator will then divide the Settlement Fund, by the total number of Class Members that have not opted out of the Settlement to determine each Class Member’s *pro rata* share of the Settlement Fund (“Portion of the Settlement Fund”). The Settlement Administrator will then distribute to each Participating Class Member their Participating Class Member’s Individual Settlement Amount.

9. How much will my payment be?

The amount of payment will depend on several factors. Based on Defendants’ records, the alleged overpayment charged to Class Members was typically \$65.00-\$75.00. If no Class Member excludes themselves from the Settlement, each Class Member’s estimated payment is \$215.00.

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 December 7, 2023, 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 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 Defendants or Defendants’ Released Persons (as defined in the Settlement Agreement) relating to the nonconsensual tow of your motor vehicle from the Parking Lot between September 2012 and June 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 Defendants 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 (*Dana Cohen, Jack Leon, and James Miller, individually and on behalf of all others similarly situated v. UPMC Presbyterian Shadyside, Boston Market Corporation, Howard’s Towing and Recovery, LLC, and Howard Szuminsky*, GD-18-012332 (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 **October 10, 2023**, to each of the following addresses:

Settlement Administrator	Class Counsel	Defense Counsel
<i>Boston Market Howard’s Towing Settlement</i> Settlement Administrator P.O. Box 2002 Chanhassen, MN 55317-2002	Kelly K. Iverson Elizabeth Pollock-Avery 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	Benjamin A. Kift The Lynch Law Group 501 Smith Drive Suite 3 Cranberry Twp., PA 16066 Joseph A. Hudock Jr. Summers, McDonnell, Hudock, Guthrie & Rauch, P.C. Ste. 22400 707 Grant Street Pittsburgh, PA 15219

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) Defendants 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 Lot and want to continue with it, you need to ask to be excluded from the Class. If you exclude yourself from the Class—which also means to remove yourself from the 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 nonconsensual tow from the Parking Lot 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 **October 10, 2023**.

Note that if you exclude yourself from this lawsuit and in the future, you park in the Parking Lot, 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 YOU

16. Do I have a lawyer in this case?

Yes. The Court decided that Kelly K. Iverson, 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 "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 and 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 Class Counsel is working on your behalf as a 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 Class Counsel to speak for you.

18. How will the lawyers and individuals representing the class be paid?

Class Counsel worked on a contingent basis, which means that they would receive a fee only if the lawsuit was successful. None of the lawyers have yet received any payment for their time or expenses. Class Counsel intends to ask the Court to approve an award of up to \$34,800.00 to be paid separately by Defendants, 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. Under the Settlement, Defendants agreed that \$32,800.00 of the fees and expenses will be paid by Boston Market and \$2,000.00 will be paid by Howard's Towing. Defendants have agreed not to object to Class Counsel's request for fees in this amount.

The Class is represented by three named individuals, Dana Cohen, Jack Leon, and James Miller (the "Class Representatives"). In addition to the benefits the Class Representatives will receive as members of the Class – and subject to the approval of the Court – Boston Market has agreed to pay a service award of \$1,500.00 to each of the 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 Boston Market.

The Court will determine whether to approve the amount of fees and costs and expenses requested by Class Counsel and the proposed service awards at the Final Approval Hearing scheduled for **December 7, 2023 at 9:00 a.m.** 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 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: *Dana Cohen et. al. v. Boston Market Corporation et. al.*, GD-18-012332, in the Court of Common Pleas of Allegheny County, Pennsylvania, 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, Class Counsel, and all Defendants’ 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 **October 10, 2023**.

Court	Class Counsel	Defense Counsel
Clerk of Court Allegheny County Courthouse Room 114 436 Grant Street Pittsburgh, PA 15219	Kelly K. Iverson Elizabeth Pollock-Avery 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	Benjamin A. Kift The Lynch Law Group 501 Smith Drive Suite 3 Cranberry Twp., PA 16066 Joseph A. Hudock Jr. Summers, McDonnell, Hudock, Guthrie & Rauch, P.C. Ste. 22400 707 Grant Street Pittsburgh, PA 15219

In addition, any 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 Class. Excluding yourself or “opting out” is telling the Court that you do not want to be included in the 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 December 7, 2023 at 9:00 a.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, 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 November 16, 2023, Class Counsel shall file a motion for final approval of the Settlement. Objectors, if any, shall file any response to Class Counsel’s motion no later than November 22, 2023. By no later than November 30, 2023, responses shall be filed, if any, to any filings by objectors, and any replies in support of final approval of the Settlement and/or 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 Class Counsel will receive as attorneys’ fees, costs, and expenses; and whether to approve service

awards to the 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. 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.BostonMarketHowardsTowingSettlement.com where you will find more information, including a copy of the Settlement Agreement.

You may contact the Settlement Administrator, Analytics Consulting LLC, at 888-963-2152 or by writing to: *Boston Market Howard's Towing Settlement*, Settlement Administrator, P.O. Box 2002, Chanhassen, MN 55317-2002.

You may also speak to one of the lawyers by calling (412) 322-9243 or by writing to: Boston Market Class Action, Lynch Carpenter, LLP, Attn: Kelly K. Iverson, 1133 Penn Avenue, 5th Floor, Pittsburgh, PA 15222.

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