

IN THE COURT OF COMMON PLEAS
OF LACKAWANNA COUNTY

MAURI B KELLY
LACKAWANNA COUNTY
2023 AUG 24 A 11: 22
CLERK OF JUDICIAL
RECORDS CIVIL DIVISION

MARK F. SCHRANER, MARI T. CARR,:
Individually, and on behalf of all others :
similarly situated, :

Plaintiffs, :

v. :

NORTHEAST REVENUE SERVICE, :
LLC, and THE CITY OF SCRANTON, :
PA, :

Defendants. :

CIVIL ACTION – LAW

No. 2019-04243

FINAL JUDGMENT AND
ORDER OF DISMISSAL OF CLASS ACTION

AND NOW this 24th day of August, 2023, a hearing having been held before this Court to: (a) determine whether to grant final approval to the certification of the Settlement Classes; (b) determine whether to finally designate Plaintiffs as the representatives of the Settlement Classes; (c) determine whether to finally designate Class Counsel as counsel for the Settlement Classes; (d) determine whether to grant final approval to the Settlement; (e) rule on Class Counsel’s Application for a Fee and Expense Award; (f) rule on the Class Representatives’ Application for Class Representative Service Awards; and (g) consider whether to enter the Final Approval Order.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter, including all matters necessary to effectuate the Settlement Agreement, dated March 30, 2023 (“Settlement Agreement”) including the Plaintiffs, the Settlement Classes, and the Released Parties.

2. On April 11, 2023, the Court preliminarily certified this action to proceed as a class action, and now grants final certification, on behalf of the following Settlement Classes:

- a. “Damages Class” shall be defined as follows: All individuals who paid delinquent Refuse Fees imposed by Scranton to NERS between September 12, 2016 and December 31, 2020.
- b. “Declaratory Relief Class” shall be defined as follows: All individuals who are subject to an unpaid municipal lien for delinquent Refuse Fees imposed by Scranton between September 12, 2012 and December 31, 2020.
- c. Collectively, members of the Settlement Classes shall be referred to as a “Class Member.” Excluded from the Settlement Classes are Defendants; any affiliate, parent, or subsidiary of Defendants; any entity in which Defendants have a controlling

interest; any officer, director, or employee of Defendants; any successor or assign of Defendants; and any judge to whom this Action is assigned, his or her spouse; and individuals and/or entities who validly and timely opt-out of the settlement.

3. The Settlement Administrator appointed by the Court, Epiq Claims Administrator (“Epiq”), completed mailing the Notice to Damage Class Members by the Notice Date as directed by the Court. Further, Epiq completed the Published Notice campaign in The Scranton Times and Citizens Voice for a period of 7 consecutive days, from May 12-18, 2023 for Class Members as the Court directed. The Settlement Website was also established by the Notice Date and all required documents remained available to the Settlement Classes there. The form and method of notifying the Settlement Classes of the pendency of the Class Action and of the terms and conditions of the Settlement Agreement included a direct mailing notice program and publication in the local newspaper, together with the settlement website [www. https://scrantonfeesclassaction.com](https://scrantonfeesclassaction.com). This Notice satisfies the requirements of Pa. R. Civ. P. 1712, due process, and any other applicable law, and constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

4. The Court has been advised of 2 valid opt-out letters from Class Members received by the Settlement Administrator, Epiq, and based on their requests to opt-out of the Settlement Class, the Court hereby excludes the following from the Settlement Classes:

First Name	Last Name	Address
Margaret and John	Davis	126 N. Fillmore, #128 Scranton, PA 18504
Lipinski Family Trust		1761 McDonough Ave. Scranton, PA 18504

5. The Settlement Agreement is, therefore, approved as fair, reasonable and adequate, and the Parties are directed to consummate the Settlement in accordance with and subject to the terms and provisions of the Settlement Agreement.

6. The Court shall enter a separate Order on Class Counsels' Motion for Attorneys' Fees, Reimbursement of Litigation Expenses and Service Awards for Class Members.

7. It is, therefore, hereby adjudged and ordered that Plaintiffs and the Settlement Classes including each and every one of their representatives, attorneys, heirs, assigns, or any other person acting on their behalf or for their benefit, and

any person claiming through them, fully release and discharge Released Parties for the Released Claims as set forth in the Settlement Agreement.

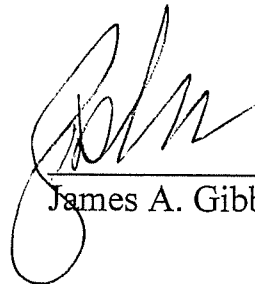
8. The plan for dispersing the Settlement Fund to the Settlement Class Members pursuant to the Plan of Allocation is approved as fair, adequate and reasonable, and Class Counsel, together with Epiq, are directed to finalize the Plan of Allocation and distribute the Settlement Fund pursuant to the terms of the Settlement Agreement and Plan of Allocation approved by this Court.

9. Exclusive jurisdiction is hereby retained over the parties and the Class Members by this Court for all matters relating to this litigation, including the administration, interpretation, effectuation or enforcement of the Settlement Agreement and this Final Judgment and Order of Dismissal.

10. Without further order of the Court, the parties may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement and distribution pursuant to the Plan of Allocation.

11. There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court dismissing this Action with prejudice.

BY THE COURT:

 _____, J.
James A. Gibbons