

2023 APR 11 P 12:40

MARK F. SCHRANER, MARI T. CARR, :
Individually, and on behalf of all others :
similarly situated, : **C.A. No. 2019-CV-4243**
Plaintiffs, :
v. :
NORTHEAST REVENUE SERVICE, LLC, :
and CITY OF SCRANTON, PA :
Defendants. :
_____ :

**ORDER GRANTING PRELIMINARY SETTLEMENT APPROVAL
AND APPROVING CLASS NOTICE**

THIS MATTER having been opened to the Court upon Joint Motion of the Parties, seeking entry of an Order preliminarily approving the Class Settlement Agreement dated March 30, 2023 (“Agreement”) in the above matter; and

WHEREAS the Court finds as follows: the Agreement was entered into at arms length, by experienced counsel, using an independent third-party mediator, the Hon. Diane Welsh, Ret. of JAMS, Inc. The Agreement is not the result of collusion. The Agreement bears a reasonable relationship to the claims alleged by the Class Representatives on behalf of the Settlement Classes certified herein and the terms of the Agreement are within the range of reasonableness; and

WHEREAS this Court has fully considered the record of these proceedings, the representations, argument, and recommendation of counsel for the parties, and

the requirements of law; and good cause appearing,

IT IS ON THIS 11th day of April, 2023;

ORDERED as follows:

1. The Court has reviewed the Agreement and preliminarily approves its terms finding the terms of settlement set forth in the Agreement are reasonable, adequate, just and fair, and further finds that Notice to members of the Settlement Classes is warranted followed by a full Final Fairness Hearing at which the final approval of the Agreement will be considered.
2. The Court further finds, on a preliminary basis and for settlement purposes only, that all requirements of Pa. R. Civ. P. 1702, 1708, and 1709 have been satisfied. The Court conditionally certifies 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 Court approves, as to both form and content, the Notice and the plan for its distribution set forth in the Agreement, concluding it meets the requirements of Pennsylvania law and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto, and complies fully with the requirements of Pennsylvania law, the Constitution of the United States, and any other applicable law.

4. Epiq Class Action & Claim Solution shall be appointed Settlement Administrator. The Settlement Administrator shall mail the Notice to the Settlement Class by U.S. Mail on or before May 12, 2023. The Court reserves the right to amend the forms and notices approved by this Order as may be required to be consistent with the Agreement and any subsequent orders that the Court may enter in connection with the Notice, Opt-Out, and Objection Procedures, Plan of Allocation, or other matters related to the Agreement.

5. For the purposes stated and defined in the Agreement, the Court hereby sets the following dates and deadlines:

The Notice shall be mailed as set forth in the Agreement (30 days after entry of this Preliminary Approval Order) May 12, 2023

“Opt-out Deadline” (deadline for post-marking filing and serving a request for exclusion) (30 days after the Notice Date above) July 5, 2023

“Objection Date” (deadline for post-marking, filing and serving written objections) (30 days of Notice above) July 5, 2023

Final Fairness Hearing (30 days after Opt-out/ Objection Deadline) **August 24, 2023**

6. At or before the Final Fairness Hearing, the Settlement Administrator shall file with the Court proof of mailing of the Notice.

7. The Court hereby approves and adopts the procedures, deadlines, forms, and manner governing all requests to be excluded from the Settlement Classes and for objections to the Settlement Classes as provided for in the Agreement.

8. Without limiting the generality of the foregoing: (A) any Class Member who does not timely and validly request exclusion from the Class shall be included in such class and shall be bound by all the terms of the Agreement, if it is finally

approved whether or not such person has objected to the settlement or has made a claim; (B) any Class Members who possess the legal right to do so, and timely and validly elects to opt out shall be excluded from the Agreement and any Release of Claims it provides; (C) Class Members who request to be excluded from the Class and to opt-out are required to file a written opt-out request as instructed in Notice and Agreement, which must be served upon the Settlement Administrator and Counsel of Record within 30 days of the mailing of Notice.

9. Class Members who do not exclude themselves, but who object must provide the following information in writing to the Settlement Administrator, postmarked no later than the deadline set forth above: (i) the case name and number, *Mark F. Schraner, et al. v. Northeast Revenue Service, Inc., et al.*, No. 2019-cv-4243 (C.C.P. Lackawanna Co.); (ii) his/her/its full name, current address, and current telephone number; (iii) a statement of the objection(s), including all factual and legal grounds for the position; (iv) copies of any documents the objector wishes to submit in support; (v) the name and address of the attorney(s), if any, who is representing the objecting Class Member in making the objection or who may be entitled to compensation in connection with the objection; (vi) a statement of whether the Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel; (viii) the identity of all counsel (if any) who will appear on behalf of the Class Member objecting at the Final

Approval Hearing and all persons (if any) who will be called to testify in support of the objection; (ix) the signature of the Class Member objecting, in addition to the signature of any attorney representing the Class Member objecting in connection with the objection, and (x) date the objection. In addition, any Class Member objecting to the Settlement shall provide a list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in Pennsylvania or the United States in the previous five years. If the Class Member or his or her counsel has not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection.

The Court of Common Pleas of Lackawanna County:

Clerk of Judicial Records
123 Wyoming Avenue
Scranton, PA 18503

Class Counsel:

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SALTZ, MONGELUZZI,
& BENDESKY, P.C.
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NERS' Counsel:

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Scranton's Counsel:

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Marshall Dennehey
501 Grant Street
Suite 700
Pittsburgh, PA 15219

11. The Final Fairness Hearing will be held to determine whether to finally approve the Agreement and dismiss the Action with prejudice on August 24, 2023 at 10:00 a.m. *in Courtroom #4, Lackawanna County Courthouse. (JG)* Any Class Member who has followed the procedures set forth in this Preliminary Approval Order and the Agreement may then and there appear and show cause why the Agreement should or should not be approved as fair, reasonable and adequate, or why the proposed Final Judgment and Order of Dismissal should or should not be entered thereon.

13. All costs incurred in connection with mailing the Notice to the members of the Class, as well as administering the settlement, shall be borne by Plaintiffs provided by the terms of the Agreement. These costs shall be paid as directed in the Agreement. In the event the Agreement is not granted final approval by the Court, or otherwise fails to become effective, Defendants shall not be reimbursed the costs of providing Notice by Plaintiff or his Counsel.

14. Until further order of the Court, all activity in this Action shall be and hereby is stayed. The stay of proceedings shall not prevent the filing of any motions, objections, responses, affidavits and other matters necessary to the consideration and approval of the Agreement.

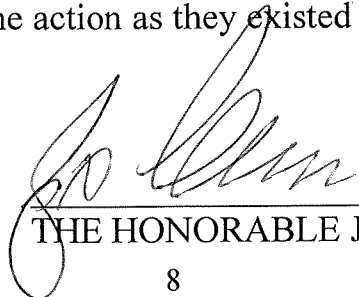
15. The findings and rulings in this Order are made solely for the purposes of settlement and may not be cited or otherwise used to support the certification of any contested class or subclass in this action or any other actions.

16. If there are or arise logistical problems with actually implementing this Order as herein Ordered, then the Parties shall bring them to the attention of this Court for resolution by subsequent order of this Court.

17. Class Counsel is authorized, directed and ordered to sign and date in the name of the Clerk of the Court, the Notice, approved by this Order with such modification as may be authorized by this Order.

18. The Court reserves the right to adjourn the date of the Final Fairness Hearing without further notice to the Class and retains jurisdiction to consider all further applications arising out of or in connection with the proposed settlement. The Court may approve the settlement, with such modification as may be agreed to by the parties, if appropriate, without further notice.

19. If the settlement is not approved or consummated for any reasons whatsoever, the proposed settlement and all proceedings had in connection therewith shall be null and void and without prejudice to the status quo ante and rights of the other Parties to the action as they existed prior to the date of execution of the Agreement.



THE HONORABLE JAMES A. GIBBONS

cc: *Written notice of the entry of the foregoing Order has been provided to each party by mailing time-stamped copies to:*

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